



SKYE PATRICK
Library Director



January 15, 2019

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

Dear Supervisors:

**AWARD TRANSPORTATION DELIVERY SERVICES CONTRACTS
FOR LA COUNTY LIBRARY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approve the proposed contracts with PacTrack, Inc., (Contractor) to provide transportation delivery services at library facilities located in LA County Library (Library) Transportation Delivery Services Route 100, Route 300, Route 500, Route 600, and Route 800, as a result of a Request for Proposal (RFP) released on August 21, 2018.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Find that transportation delivery services for the Library's Transportation Delivery Services Route 100, Route 300, Route 500, Route 600, and Route 800 can be performed more economically by an independent contractor than by County employees.
3. Approve and instruct the Chair to sign the attached five (5) contracts with PacTrack, Inc., to provide transportation delivery services at facilities in Library's Transportation Delivery Services Route 100, Route 300, Route 500, Route 600, and Route 800, each for a period of four years, with one one-year renewal option, and month-to-month extensions not to exceed a total of six months, with a contract sum for Route 100 not to exceed \$357,893.98 annually and \$1,968,416.89 for the term of the contract, for Route 300 not to exceed \$209,035.07 annually and \$1,149,692.89 for the term of the contract, for Route 500 not to exceed \$207,291.08 annually and \$1,140,100.94 for the

term of the contract, for Route 600 not to exceed \$203,957.42 annually and \$1,121,765.81 for the term of the contract, and for Route 800 not to exceed \$216,896.33 annually and \$1,192,929.82 for the term of the contract. The contracts will become effective upon your Board's approval or February 1, 2019, whichever is later.

4. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contracts.

5. Authorize and delegate authority to the County Librarian, or designee, to execute any amendments to increase or decrease the number of facilities or the days of service covered by the contracts over the contract term, and to adjust the Contractor's annual fee included in the annual contract sum due to such increases or decreases, not to exceed ten percent (10%) of the current annual contract sum per amendment.

6. Authorize the County Librarian, or designee, to modify the annual estimate for unanticipated work included in the annual contract sum, not to exceed ten percent (10%) of an amended Contractor's annual fee.

7. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to exercise the renewal one-year option with an annual contract sum not to exceed the current annual contract sum and month-to-month extensions not to exceed six months, with an annual contract sum not to exceed six months of the current annual contract sum.

8. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to modify the terms of the Statement of Work that do not materially alter the Contract, and/or add/change certain terms and conditions in the Contracts, as may be required by the Board or Chief Executive Office and to adjust the Contractor's annual fee included in the annual contract sum due to such changes, if any.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Transportation delivery services provides the delivery of books and material throughout the LA County Library system and are essential to the Library's operation in serving the library patrons. Approval of the recommended actions will allow the Library to continue these services for the facilities in Library's Transportation Delivery Services Route 100, Route 300, Route 500, Route 600 and Route 800 as detailed in Attachment A.

The award of these contracts to PacTrack, Inc., is part of a continuing effort by the Library to provide the best possible service at the lowest responsible cost. The recommended actions are submitted based upon a finding that the provision of transportation delivery services for the affected County facilities can be performed more economically by an independent contractor.

The current agreement with Valley Couriers, Inc., will expire on January 31, 2019. The five contracts with PacTrack, Inc. will become effective upon your Board's approval or February 1, 2019, whichever is later

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy III.3, Pursue Operational Effectiveness,

Fiscal responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended actions support the Strategic Plan by improving operational effectiveness and maintaining fiscal responsibility.

FISCAL IMPACT/FINANCING

For Route 100, the annual contract sum of \$357,893.98, will allow the payment of the Contractor's annual fee of \$325,358.16, and the annual estimate for unanticipated work of \$32,535.82, 10% of the Contractor's annual fee for a total contract amount of \$1,431,575.92 for the four base years and \$536,840.97 for contract extensions, equaling \$1,968,416.89.

For Route 300, the annual contract sum of \$209,035.07, will allow the payment of the Contractor's annual fee of \$190,031.88, and the annual estimate for unanticipated work of \$19,003.19, 10% of the Contractor's annual fee for a total contract amount of \$836,140.28 for the four base years and \$313,552.61 for contract extensions, equaling \$1,149,692.89

For Route 500, the annual contract sum of \$207,291.08, will allow the payment of the Contractor's annual fee of \$188,446.44, and the annual estimate for unanticipated work of \$18,844.64, 10% of the Contractor's annual fee for a total contract amount of \$829,164.32 for the four base years and \$310,936.62 for contract extensions, equaling \$1,140,100.94.

For Route 600, the annual contract sum of \$203,957.42, will allow the payment of the Contractor's annual fee of \$185,415.84, and the annual estimate for unanticipated work of \$18,541.58, 10% of the Contractor's annual fee for a total contract amount of \$815,829.68 for the four base years and \$305,936.13 for contract extensions, equaling \$1,121,765.81.

For Route 800, the annual contract sum of \$216,896.33, will allow the payment of the Contractor's annual fee of \$197,178.48, and the annual estimate for unanticipated work of \$19,717.85, 10% of the Contractor's annual fee for a total contract amount of \$867,585.32 for the four base years and \$325,344.50 for contract extensions, equaling \$1,192,929.82.

These totals exclude additional costs that may be incurred for increases in the number of facilities or annual living wage rate increases.

Funding for the Library's annual contract sums is included in the Library's Fiscal Year 2018-19 Operating Budget. Use of unanticipated work funds must be preapproved and will be based on actual need. If no such need arises, the funding for unanticipated work will not be used or expended.

The Auditor-Controller concurs with the Library's analysis of the Contractor's annual cost against estimated County costs to provide similar services and their findings of an overall cost savings of \$107,000 (12%). The proposed contracts do not include any cost-of-living increases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Representatives of SEIU Local 721 were notified but did not require a meeting with the Library regarding the proposed contract.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of transportation delivery services in the Library's

Transportation Delivery Services 11 Routes within Route 100, Route 300, Route 500, Route 600 and Route 800. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

This contract is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program and the Contractor has certified that it will comply with all terms, conditions, and requirements of the County's Living Wage Program and agrees to pay its full-time employees providing County services a living wage. There is no impact to current County employees. The Proposition A Contract – Employee Wages & Benefits form summarizing and comparing the Contractor's wages and benefits to those of the County is attached (Attachment D).

The proposed contract contains a provision, (to which the recommended contractor agrees), that requires the contractor to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contract. The recommended contractor further agrees to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program and the Safely Surrendered Baby Law. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance. The attached Contracts (Attachment E) with PacTrack, Inc., have been reviewed and approved as to form by Counsel.

Using methodology approved by the Auditor-Controller, Proposition A cost analysis indicates that the recommended contracted services continue to be performed more economically by the private sector.

On final analysis and consideration of the awards, the recommended Contractor was selected without regard to gender, race, color, creed, or national origin.

The recommended Contracts with PacTrack, Inc., shall commence upon the Board's approval or February 1, 2019, whichever is later for a four-year term, with one (1) one-year and six (6) month-to-month extensions at the option of the Library in accordance with the Term of the Contract, for a maximum term of five (5) years and six (6) months.

CONTRACTING PROCESS

On August 21, 2018, the Library released an RFP for transportation delivery services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment B). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Daily News, the Sentinel, and Antelope Valley Press. An announcement was also placed on LA County Library's Twitter account.

The current contract, which covers 9 routes, was divided into eleven routes for the RFP, with the intent of executing individual contracts per route. This was carried out to allow more proposer opportunity and to provide the LA County Library with flexibility in dealing with prospective contractors.

On August 28, 2018, six potential proposers attended the mandatory proposers' conference intended

to provide prospective contractors with an overview of the solicitation document and process. Prospective Contractors were also informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions.

On September 13, 2018, Library received proposals from two proposers, Valley Couriers, Inc. and PacTrack, Inc., for all eleven (11) Routes. The proposals were evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; living wage compliance and cost. All related evaluation materials and scoring documents were retained.

The Library reviewed available resources to assess the recommended contractors' past performance, history of labor law violations, and the Contractor's Alert Reporting Database (CARD). The State Labor Commissioner's Office reports no labor/wage violations.

With one proposer being recommended for all eleven (11) Routes, the Department elected to combine the routes into five (5) contracts based on geographic boundaries identical to its five (5) Library Regions.

A summary of Community Business Enterprise Program information for the recommended contractor is attached (Attachment C).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed contracts will assure the continued delivery of books and material for 88 library facilities without interruption.

Transportation delivery services provide the delivery of books and material throughout the LA County Library system and are essential to the Library's operation in serving the library patrons.

CONCLUSION

Please return to the Library two fully conformed copies of each of the contracts with original signatures.

If you have any questions or need additional information, please contact Yolanda De Ramus at (562) 940-8412.

The Honorable Board of Supervisors

1/15/2019

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Respectfully submitted,



SKYE PATRICK

County Librarian

SP

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller

**LA County Library
Transportation Delivery Services
Route 100, Route 300, Route 500, Route 600, and Route 800**

First District

Anthony Quinn Library
Baldwin Park Library
Bell Gardens Library
Bell Library
Chet Holifield Library
City Terrace Library
Claremont Library
Cudahy Library
East Los Angeles Library
El Camino Real Library
El Monte Library
Hollydale Library
Huntington Park Library
La Puente Library
Leland R. Weaver Library
Maywood Cesar Chavez
Library
Montebello Library
Norwood Library
Pico Rivera Library
Rivera Library
Rosemead Library
South El Monte Library
Sunkist Library
Walnut Library
West Covina Library

Second District

A.C. Bilbrew Library
Carson Library
Compton Library
Culver City Julian Dixon
Library
Dr. Martin Luther King Jr.
Library
East Rancho Dominguez
Library
Florence Library
Gardena Mayme Dear
Library

Second District (cont.)

Graham Library
Hawthorne Library
Lawndale Library
Lennox Library
Lynwood Library
Masao W. Satow Library
View Park Bebe Moore
Campbell Library
Willowbrook Library
Wiseburn Library
Woodcrest Library

Third District

Agoura Hills Library
Malibu Library
San Fernando Library
Topanga Library
West Hollywood Library
Westlake Village Library

Fourth District

Alondra Library
Angelo M. Iacoboni Library
Artesia Library
Clifton M. Brakensiek Library
Diamond Bar Library
George Nye Jr. Library
Hacienda Heights Library
Hawaiian Gardens Library
Hermosa Beach Library
La Mirada Library
Lloyd Taber-Marina del Rey
Library
Lomita Library
Los Nietos Library
Manhattan Beach Library
Norwalk Library
Paramount Library
Rowland Heights Library
Sorensen Library
South Whittier Library

Fifth District

Acton Agua Dulce Library
Antelope Valley Bookmobile
Castaic Library
Charter Oak Library
Duarte Library
La Canada Flintridge Library
La Crescenta Library
La Verne Library
Lake Los Angeles Library
Lancaster Library
Littlerock Library
Live Oak Library
Quartz Hill Library
San Dimas Library
San Gabriel Library
Santa Clarita Valley
Bookmobile
Stevenson Ranch Library
Temple City Library

ATTACHMENT B

Award information has not been added at this time.

Bid Information

Bid Number : 461-18-02
Bid Title : Transportation Delivery Services - Route(s) _____
Bid Type : Service
Department : Public Library
Commodity : COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)
Open Date : 8/21/2018
Closing Date : 9/13/2018 10:00 AM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : [Available](#)
Bid Description : LA County Library is releasing one (1) Request for Proposals (RFP) for the solicitation of proposals from qualified organizations interested in providing Transportation Delivery Services for library facilities within eleven (11) routes. The purpose is to award up to eleven (11) individual contracts.

The RFP is available for download at colapublib.org/solicitations/ on Tuesday, August 21, 2018 and the deadline for submitting proposals is no later than 10:00 a.m., Pacific Standard Time (PST) on Thursday, September 13, 2018. Proposers are required to attend a Mandatory Proposer's Conference on Tuesday, August 28, 2018 at 10:00 a.m. (PST). Proposers should plan accordingly to ensure that there will be a representative.
Contact Name : Sevak Khatchadorian
Contact Phone# : (562) 940-8485
Contact Email : skhatchadorian@library.lacounty.gov
Last Changed On : 8/20/2018 3:48:14 PM

[Back to Last Window](#)

[Back to Award Main](#)

LA COUNTY LIBRARY
 TRANSPORTATION DELIVERY SERVICES
 ROUTE 100, ROUTE 300, ROUTE 500, ROUTE 600, AND ROUTE 800

ATTACHMENT C

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	PacTrack, Inc.	Valley Couriers, Inc.
Total Number of Employees in Firm	60	15
Owners/Partner/Associate Partners		
Black/African American		
Hispanic/Latino	2	1
Asian or Pacific Islander		
American Indian		
Filipino		
White	1	2
Total	3	3
Women (should be included in counts above and also reported here separately).	0	0
Managers		
Black/African American		
Hispanic/Latino	7	
Asian or Pacific Islander		
American Indian		
Filipino		
White		1
Total	7	1
Women (should be included in counts above and also reported here separately).	0	0
Staff		
Black/African American	5	
Hispanic/Latino	30	11
Asian or Pacific Islander	5	
American Indian		
Filipino		
White	10	
Total	50	11
Women (should be included in counts above and also reported here separately).		
Percentage of Ownership in Firm		
Black/African American		
Hispanic/Latino	85%	2%
Asian or Pacific Islander		
American Indian		
Filipino		
White	15%	98%
Total	100%	100%
Women (should be included in counts above and also reported here separately).	0%	0%
Current Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises		
State of California	*	*
City of Los Angeles	*	*
Federal Government	*	*
County of Los Angeles	*	*

*Did not provide information on CBE form.

**LA COUNTY LIBRARY
PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS**

**TRANSPORTATION DELIVERY SERVICES – ROUTE 100, ROUTE 300, ROUTE 500,
ROUTE 600 AND ROUTE 800**

Based on the contractor employees' wages and benefits, the proposed contracts would reduce the County's cost to provide transportation delivery services.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Driver	\$24.06 per hour	\$15.79 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	No
Dental Plan	No
Life Insurance	No
Retirement Plan	No
Vacation	0 days per year
Sick Leave	6 days per year
Holidays	0 days per year
Other	None

Contractor Health Plan Information

None



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PACTRACK, INC.

FOR

TRANSPORTATION DELIVERY SERVICES

ROUTE 100

**CONTRACT PROVISIONS
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- A Statement of Work
- B (Intentionally Omitted)
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Contractor's Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

UNIQUE EXHIBITS

PROP A – LIVING WAGE PROGRAM EXHIBITS

- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

FACILITIES MAINTENANCE COST

- M Route Cost

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PACTRACK, INC.
FOR
TRANSPORTATION DELIVERY SERVICES
ROUTE 100**

This Contract ("Contract") made and entered into this ____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and PacTrack, Inc., hereinafter referred to as "Contractor". PacTrack, Inc., is located at 1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Delivery Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Delivery Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Transportation Delivery Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the

Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – (Intentionally Omitted)
- 1.3 Exhibit C – Contractor’s Proposed Schedule
- 1.4 Exhibit D – Contractor’s EEO Certification
- 1.5 Exhibit E – County’s Administration
- 1.6 Exhibit F – Contractor’s Administration
- 1.7 Exhibit G – Contractor’s Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H – Jury Service Ordinance
- 1.9 Exhibit I – Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 Exhibit J – Living Wage Ordinance
- 1.11 Exhibit K – Living Wage Rate Annual Adjustments
- 1.12 Exhibit L – Payroll Statement of Compliance

Facilities Maintenance Cost

- 1.13 Exhibit M – Route Cost

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Sub-section 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental

agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

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

2.1.1.13 **County Library:** LA County Library.

2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4 TERM OF CONTRACT

4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or **February 1, 2019**, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's

Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The maximum annual Contract Sum under the terms of this Contract shall be **\$357,893.98**, comprised of the Contractor's Fee of **\$325,358.16**, as specified in Exhibit C - Contractor's Proposed Schedules for Route 100, and an annual estimate for unanticipated work of **\$32,535.82**, as authorized in Section 9.0 - Unanticipated Work, of the Statement of Work.

5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration – Termination of Contract

5.4.1 The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it will immediately notify County and will immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not

constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit C (Contractor's Proposed Schedule) and Exhibit M (Route Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices will contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.3 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L – Payroll Statement of Compliance

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).
- 5.5.5 **County Approval of Invoices**
All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.6 **Local Small Business Enterprises – Prompt Payment Program**
Certified Local Small Business Enterprises (LSBEs) will receive

prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subsections are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County Project Director

- 6.2.1 The role of the County Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's

performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.3.1.3 Approving unanticipated work as provided herein.
- 6.3.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

- 7.1.1 A listing of all of Contractor's Administration referenced in the following sub-sections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager will have a minimum of three (3) years of documented experience in the transportation service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

7.3 Approval of Contractor's Staff

- 7.3.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.
 - 7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

- 7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
 - 7.4.1.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor staff must immediately comply with such

request.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor will 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.
- 7.6.2 The Contractor will 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 Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
- (a) County Librarian is expressly authorized to increase the Contractor's fee set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
 - (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an

existing facility.

- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 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 will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Library Locations and Routes). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit C (Contractor's Proposed Schedule) in the Contract, requires that proposals include a flat daily rate for each Route. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, 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 will be null and void. For purposes of this Sub-section 8.2 (assignment and Delegation/Mergers or Acquisitions), County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of

the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Contract.

8.5 Complaints

- 8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor will 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 Contract are hereby incorporated herein by reference.

8.6.2 The Contractor will indemnify, defend, and hold harmless the 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 Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of

physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor will comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of

the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractor will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-Responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 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.
- 8.12.4.5 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

8.13 **Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

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

5246(b).

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

8.18.1 The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this Section as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of

either of them. In such case, Contractor will not be liable 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. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor

pursuant to this Contract.

- 8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates will be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements will be sent to:

LA County Library
 Contract Services Unit
 7400 E. Imperial Hwy., Room 221
 Downey, CA 90242

8.24.2.6 Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising

out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor will provide County with, or Contractor's insurance policies will contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage will be in excess of and not

contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor will include all subcontractors as insureds under Contractor's own policies, or will provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and will require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor will obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing

firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Motor Truck Cargo Insurance** Contractor will also provide Motor Truck Cargo insurance for County property in Transit. Such insurance should be written on AAIS form IM-7450, IM-7451 and IM-7452 or their equivalent. It will be endorsed to name the County of Los Angeles as additional insured. It will provide deductibles no greater than \$5,000 and limits of \$180,000. Contractor may establish limits of different amounts only with County approval.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her 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. A description of 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 Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, 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 Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the 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 the County.

- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor will bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Librarian, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor will notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E

(County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Librarian, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

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

8.37 Publicity

8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the

Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then

the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this

Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

LA County Library
 Contract Services Coordinator, Room 221
 7400 East Imperial Highway, Downey, CA 90242

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract; or
- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Sub-section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-section 8.43 (Termination for Default) or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section

8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been

employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 The Contractor will notify its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when

the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the

Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor will submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor's employees during the reporting period. The certified monitoring reports will also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports will be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor will immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to

being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor will assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor will immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

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

material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

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

9.1.11 **Employee Retention Rights**

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-

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

CONTRACTOR: PacTrack, Inc.
Name

By 
Name

CEO
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

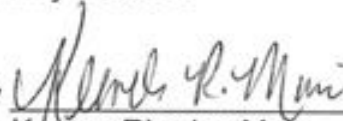
ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Keever Rhodes Muir
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B INTENTIONALLY OMITTED
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K LIVING WAGE RATE ANNUAL ADJUSTMENTS
- L PAYROLL STATEMENT OF COMPLIANCE
- M ROUTE COST – 100

EXIHIBIT A

STATEMENT OF WORK (SOW)

TRANSPORTATION DELIVERY SERVICES

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
STATEMENT OF WORK (SOW)		1
1.0 SCOPE OF WORK		1
2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS		1
3.0 QUALITY CONTROL		1
4.0 QUALITY ASSURANCE PLAN		2
4.1 Meetings		2
4.2 Contract Discrepancy Report.....		2
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STATEMENT OF WORK EXHIBITS

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor will provide transportation delivery services for LA County Library (County Library) facilities listed in Attachment I (Library Locations and Routes) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. Transportation delivery services include, but are not limited to: pick-up and delivery of boxes, bins, cases, correspondence, and other materials between sites and providing the necessary ongoing additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County's Contract Project Monitor.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed on Attachments I, and/or addition/deletion of library work days. County will notify Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Contractor will be compensated for the service of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis. County will determine the need for modification referenced herein. Upon Board delegation, County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County's Project Monitor for review. The plan will include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

3.3 Method of monitoring to ensure that the Contract requirements are being met.

4.0 **QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Sub-section 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 **Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

4.2 **Contract Discrepancy Report**

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

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

4.3 **County Observations**

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

5.0 **DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Sub-section 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Key Cards/Remote Controls

The County will provide two (2) sets of keys/key cards/remote controls for access, at no cost to Contractor, to all library facilities listed in Attachment I that need keys/key cards/remote controls for access. Contractor will acknowledge receipt of the keys/key cards/remote controls on a memorandum furnished by the County. All such keys/key cards/remote controls are property of the County and will be returned to the County Project Manager upon termination of the Contract. **At no time are the keys/key cards/remote controls to be duplicated by the Contractor.** Any lost keys/key cards/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a keys/key cards/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged keys/key cards/remote control is returned. The Contractor accepts full responsibility for all keys/key cards/remote controls issued.

6.2.2 Alarm Codes

Contractor will be issued intrusion alarm codes for library facilities. If it is determined that the Contractor's employee is responsible

for a false alarm or failure to activate the intrusion alarm, liquidated damages will be assessed. Contractor accepts full responsibility for the security of these alarm codes.

Instructions for the use of the intrusion alarms will be provided by the County.

6.3 Utilities

At no time are County telephones, computers or any County peripherals to be used for personal use.

6.4 County Orientation

County shall conduct an orientation to the successful Contractor prior to the effective date of this contract. County and Contractor will visit every library site to ensure the Contractor's understanding of work to be performed, including procedures for delivery, intrusion alarms and emergencies.

CONTRACTOR

6.5 Contractor's Project Manager

6.5.1 Contractor will provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor will provide a telephone number where the Contractor's Project Manager may be reached Monday through Thursday 7:00 a.m. – 6:00 p.m.

6.5.2 Contractor's Project Manager will act as a central point of contact with the County.

6.5.3 Contractor's Project Manager/alternate will have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

6.6 Personnel

6.6.1 Contractor will assign a sufficient number of qualified employees to perform the required work.

6.6.2 Contractor will assign one (1) supervisor exclusive to this Contract to monitor and inspect the employees and their performance.

- 6.6.3 Contractor will be required to background check their employees as set forth in Section 7.0 – Administration Of Contract, Sub-section 7.4 – Background and Security Investigations of the Contract and paragraph 6.6.6 of this Sub-section.
- 6.6.4 Contractor will ensure that only personnel assigned to the Contract are permitted in the library facilities at all times.
- 6.6.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Employees of the Contract.
- 6.6.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.6.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at library facilities listed in the contract.
- 6.6.8 Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.7 Driver's License

Drivers employed by the Contractor must hold a valid California Driver's license with proof of same, and provide the County with copy of driving record annually. Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof

during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.

6.8 Uniforms and Identification Badges

- 6.8.1 Contractor's employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.8.2 Contractor's employees will wear closed toe shoes at all times. Steel toe shoes are optional. Contractor will furnish and require every on-duty employee to wear a lift belt.
- 6.8.3 All Contractor's employees must wear safety and protective gear according to OSHA standards.
- 6.8.4 Contractor will ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification of the Contract. A visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when they are on County designated property.
- 6.8.5 Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges.

6.9 Equipment/Vehicles

- 6.9.1 Contractor is responsible for the purchase and maintenance of equipment such as dollies (hand trucks, etc.) and all vehicles to provide the needed services of the Contract.
- 6.9.2 Contractor's delivery vehicle(s) must not exceed the following parameters: weight: 8 tons, length: length 22', width 9', height: 10'8", size of lift gate 4' (length with gate open 26'). Delivery vehicle must be appropriate to transport the maximum number of boxes and weight, according to Section 9.0 - Specific Work Requirements.
- 6.9.3 Contractor is responsible for complying with all California State Vehicle Code regulations as they relate to the license, registration and operation of the vehicle for the purpose of this contract.
- 6.9.4 In the event that a vehicle breaks down during deliveries, it is the responsibility of the Contractor to provide another vehicle to

continue routes. Contractor must notify County's Contract Project Monitor by 7 a.m. the next business morning.

- 6.9.5 All vehicles must have the Contractor name clearly displayed on both sides of the vehicle.

6.10 Building Security

6.10.1 Contractor's employees must enter and leave through specified doors and must maintain a high level of security when entering and exiting the facility.

6.10.2 Contractor's employees are responsible for activating and deactivating the intrusion alarms when entering and exiting library facilities with alarm systems.

6.10.3 Contractor's employees are responsible to ensure all library facilities, that they service, are securely locked prior to leaving the facility.

6.11 Vehicle Code Violations

Contractor is responsible for payment of all CA Vehicle Code violations (tickets) incurred by the driver or the vehicle.

Contractor will be required to comply with the Motor Carrier of Property Permit Act, all applicable DMV, California Highway Patrol, State and Federal laws and regulations. Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where Contractor believes changes in code, laws, rules, and regulations are needed to affect desirable improvements, Contractor will so indicate. Such changes, if deemed appropriate, will be sought by County at its discretion.

6.12 Fuel Cost

Contractor is responsible for all increases in operating costs as a result in an increase in fuel costs through the term of this Contract.

6.13 Training

6.13.1 Contractor will provide training programs for all new employees and continuing in-service training for all employees.

6.13.2 Contractor will be responsible for ensuring that each Contractor's employee is familiar with the entire library facility that they will service.

- 6.13.3 All Contractor's employees will be trained in their assigned tasks and in the safe handling of vehicles
- 6.13.4 All company training records must include a course outline of subjects trained and a signature from the employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.14 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business.

6.14.1 Business Hours

Contractor's office will be staffed during the hours of 7:00 a.m. to 5:00 p.m. (PST), Monday through Thursday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.14.2 After-Hours

When the Contractor's office is closed, an answering service will be provided to receive calls. **If an answering service receives the call after business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.15 Contractor's Damage

- 6.15.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.15.2 Contractor is responsible to physically inspect the facilities and the surrounding areas and evaluate the extent to which the physical condition thereof will affect the transportation services to be provided. Contractor accepts the premises in their present condition, and agrees to make no demands upon County for any improvements or alternations thereof.
- 6.15.4 Contractor's staff must handle mail (e.g. boxes, packages, envelopes, etc.) with the utmost care to prevent damage shipments of materials and damage to shipment boxes.

6.16 Losses

In addition to other requirements specified herein, Contractor is responsible for any losses incurred by County Library as a result of any of the following:

1. Missing packages, boxes, etc.
2. Damaged shipments of materials.
3. Leaving any doors open and/or unlocked at any County Library site.
4. Losses/damage resulting from not setting intrusion alarm systems.
5. Damage to County Library property involved with deliveries and/or caused by driver(s).

6.17 Emergency Procedures

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc. on or involving County property, by calling the following:

1. During County business hours, the Contractor will call the County Project Manager.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

6.18 Use of County Seal or Letterhead

Contractor or its employees will not use or display the official seal, letterhead or name of the County of Los Angeles or LA County Library on any of its vehicles, letterheads, or communications with any agency or for any other cause.

7.0 HOURS/DAYS OF SERVICES

- 7.1 This service is to be provided after County Library hours, four days a week, Monday through Thursday. Service is not to begin prior to 5 p.m. unless prior authorization by the County. Service days exclude County holidays and at other such times as requested by the County, and in compliance with any County regulations and/or programs related to traffic and smog reduction. The Contractor will be informed of any such regulations prior to their implementation.
- 7.2 Contractor will provide adequate staffing to perform the required transportation deliver services during the prescribed days and hours per

week. Contractor is to provide County with a staffing plan of scheduled staff to provide transportation services for all library facilities. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.

- 7.3 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit for review and approval a work schedule for each route to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

- 9.1 County's Project Director, or his/her designee may authorize the Contractor to perform unanticipated work; extra pick-ups/deliveries, when the need for such work arises.
- 9.2 Contractor will prepare and submit a written description of the work with an estimate prior to performing any unanticipated work. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Project Director, or his/her, designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 Contractor will commence all unanticipated work on the established specified date/time. The Contractor will proceed diligently to complete said work within the time allotted.
- 9.4 County reserves the right to perform unanticipated work itself or assign the work to another Contractor.
- 9.5 County may require daytime delivery services based on the needs of County Library.

10.0 SAFETY

- 10.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards and keep a log indicating dates inspected and action taken.
- 10.2 It will be the Contractor's responsibility to report any condition(s) that renders any portion of the premises unsafe for delivery services, as well as any unsafe practices occurring thereon that requires major correction. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.
- 10.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

11.0 SPECIFIC WORK REQUIREMENTS

- 11.1 Contractor's employee (driver) will report to County Library Headquarters (LHQ), Shipping and Receiving to pick-up and load boxes/blue bins, packages, and mail for their assigned route. Utilizing the pre-established routes, the driver will deliver and pick-up items accordingly then returning back to the County Library Headquarters as the final stop.
- 11.2 Packages and mail will be delivered and placed in library's designated red bin. Packages and mail picked up from the library will be placed in driver's red bin accordingly, and driver's red bin will be returned to County Library Headquarters at the final stop.
- 11.3 The scheduled routes must be completed on the same day regardless of staff or vehicle problems. Items picked up will be delivered to its destination within the route, unless the Delivery destination is a location that was already visited. These will be returned to County Library Headquarters.
- 11.4 Driver will stop at each County Library facility regardless of the need to deliver to ensure the pick-up of any outgoing item.

- 11.5 Driver will record arrival time, departure time, number of items picked up, delivered and left behind for each library location on the Driver's Daily Tally Sheet (Attachment III).
- 11.6 Contractor will maintain complete records of assignment of staff, routing schedules, mileage driven, and any deviations in standard routine.
- 11.7 Shipment from County Library Headquarters, per route, will consist of up to two hundred (200) boxes, with an average of one hundred (100) boxes. Any individual County Library location may have up to fifty (50) boxes, except for Regional Offices which may have up to one hundred (100) boxes for delivery.
- 11.8 Shipments will consist of, but not limited to, the following:
1. Jiffy Bags: Various Sizes: 3 pounds' maximum weight
 2. Standard Boxes: 9" x 12" x 18" average weight 30-50 pounds
 3. Blue Reusable Bins: 19.9" x 14.2" x 8.4" average weight 30-50 pounds
 4. Red Bins: One Red Bin (22L x 15W x 12H) will be placed in each vehicle with an accordion folder properly labeled for each library within that route
 5. Oversized Boxes: Various sizes, including copy paper weighing 45-50 pounds
 6. Envelopes: Envelopes placed in a Red Bin, must be treated with the upmost urgency

12.0 SIGN IN/OUT REQUIREMENTS

For security purposes, Contractor's employees/drivers are required to sign in/out each time upon entering/exiting LHQ and Library facilities. Contractor's employees/drivers must adhere to the following procedures:

12.1.1 LHQ Key Card Procedure

1. Upon entry to LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.
2. Upon Departure of LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.

3. If the Key Card does not function properly (card reader light does not turn green and beep) after 2 attempts, Contractor will immediately report non-functioning Key Card to County's Project Monitor the following working day.

12.1.2 LHQ Driver's Daily Sign In/Out Sheet Procedure

1. Drivers will sign-in and out on the Driver's Daily Sign-In Sheet (Attachment II) upon entering and exiting LHQ, which will be provided by the County Library and located at the LHQ Shipping and Receiving area and placed in a designated area.

12.1.3 Library Facilities Sign In/Out Procedure

1. Drivers will utilize the Driver's Daily Tally Sheet (Attachment III) of the SOW to sign in and out at each library location as stated in Sub-Section 11.5.

13.0 DRIVER'S DAILY TALLY SHEETS

- 13.1 Contractor is responsible to ensure that the drivers accurately complete the Driver's Daily Tally Sheets (Attachment III) at each library location as stated in Sub-Section 11.5 and submits them to their supervisor at the end of each shift.
- 13.2 Contractor's Project Manager will review and submit the Driver's Daily Tally Sheet (Attachment III) to the County's Contract Project Monitor on a daily basis no later than 9:00 am.

14.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Contractor will ensure drivers will not violate local noise ordinances or noise reduction needs, such as but not limited to: loud music, conversing in a loud manner, revving of engines, etc.

15.0 GREEN INITIATIVES

- 15.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor will notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

ATTACHMENT I

LIBRARY LOCATIONS AND ROUTES

ROUTE 100 – WEST
ROUTE 100 – EAST
ROUTE 100 – SOUTH

ATTACHMENT I

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
LIBRARY LOCATIONS AND ROUTES**

ROUTE 100 – WEST

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2	108	North Regional Office	21182 Centre Pointe Parkway #130	Santa Clarita	91350
3	111	Castaic Library	27971 Sloan Canyon Road	Castaic	91384
4	126	Stevenson Ranch Library	25950 The Old Road	Stevenson Ranch	91381
5	107	San Fernando Library	217 North Maclay Avenue	San Fernando	91340
6	115	La Crescenta Library	2809 Foothill Blvd.	La Crescenta	91214
7	114	La Canada Flintridge Library	4545 North Oakwood Avenue	La Canada Flintridge	91011
8	108	North Regional Office	21182 Centre Pointe Parkway #130	Santa Clarita	91350
9	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT I

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
LIBRARY LOCATIONS AND ROUTES**

ROUTE 100 – EAST

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2	108	North Regional Office	21182 Centre Pointe Parkway #130	Santa Clarita	91350
3	105	Acton/Agua Dulce Library	33792 Crown Valley Road	Acton	93510
4	110	Quartz Hill Library	5040 West Avenue M-2	Quartz Hill	93536
5a	101/102	Lancaster Library	601 West Lancaster Blvd.	Lancaster	93534
5b	121	Antelope Valley Bookmobile	601 West Lancaster Blvd.	Lancaster	93534
5c	122	Santa Clarita Valley Bookmobile	601 West Lancaster Blvd.	Lancaster	93534
6	106	Lake Los Angeles Library	16921 East Avenue O, #A	Palmdale	93591
7	103	Littlerock Library	35119 80th Street East	Littlerock	93543
8	108	North Regional Office	21182 Centre Pointe Parkway #130	Santa Clarita	91350
9	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT I

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
LIBRARY LOCATIONS AND ROUTES**

ROUTE 100 – SOUTH

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2	108	North Regional Office	21182 Centre Pointe Parkway #130	Santa Clarita	91350
3	118	Westlake Village Library	31220 West Oak Crest Drive	Westlake Village	91361
4	116	Agoura Hills	29901 Ladyface Court	Agoura Hills	91301
5	117	Malibu Library	23519 West Civic Center Way	Malibu	90265
6	109	Topanga Canyon Library	122 North Topanga Canyon Blvd.	Topanga Canyon	90290
7	108	North Regional Office	21182 Centre Pointe Parkway #130	Santa Clarita	91350
8	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT II

DRIVER'S DAILY SIGN-IN SHEET

ATTACHMENT III

DRIVER'S DAILY TALLY SHEETS

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 100 - WEST

Date: _____

Driver's Name: _____

	LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
				DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
108	NORTH REGIONAL OFFICE 21182 Centre Pointe Parkway #130							
111	CASTAIC LIBRARY 27971 Sloan Canyon Road							
126	STEVENSON RANCH LIBRARY 25950 The Old Road							
107	SAN FERNANDO LIBRARY 217 North Maclay Avenue							
115	LA CRESCENTA LIBRARY 2809 Foothill Blvd.							
114	LA CANADA FLINTRIDGE LIBRARY 4545 North Oakwood Avenue							
108	NORTH REGIONAL OFFICE 21182 Centre Pointe Parkway #130							
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 100 - EAST

Date: _____

Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	# picked-up)	# delivered)
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
108 NORTH REGIONAL OFFICE 21182 Centre Pointe Parkway #130							
105 ACTON/AGUA DULCE LIBRARY 33792 Crown Valley Road							
110 QUARTZ HILL LIBRARY 5040 W. Avenue M-2							
101 / 102 LANCASTER LIBRARY 601 West Lancaster Blvd.							
121 ANTELOPE VALLEY BOOKMOBILE 601 West Lancaster Blvd.							
122 SANTA CLARITA BOOKMOBILE 601 West Lancaster Blvd.							
106 LAKE LOS ANGELES LIBRARY 16921 East Avenue O, #A							
103 LITTLE ROCK LIBRARY 35119 80th Street East							
108 NORTH REGIONAL OFFICE 21182 Centre Pointe Parkway #130							
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 100 - SOUTH

Date: _____

Driver's Name: _____

	LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
				DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
108	NORTH REGIONAL OFFICE 21182 Centre Pointe Parkway #130							
118	WESTLAKE VILLAGE LIBRARY 31220 West Oak Crest Drive							
116	AGOURA HILLS LIBRARY 29901 Ladyface Court							
117	MALIBU LIBRARY 23519 West Civic Center Way							
109	TOPANGA CANYON LIBRARY 122 N. Topanga Canyon Blvd.							
108	NORTH REGIONAL OFFICE 21182 Centre Pointe Parkway #130							
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

STATEMENT OF WORK EXHIBITS

LA COUNTY LIBRARY

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith Contract Services Unit	Phone No.:	(562) 940 – 6919
		Fax No.:	(562) 803 – 0016

CONTRACT NO.	12345	CONTRACT TITLE:	TRANSPORTATION DELIVERY SERVICES – ROUTE _____
--------------	--------------	-----------------	---

TYPE OF DISCREPANCY:
_____DISCREPANCY DETAILS:CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Monitor within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 100-WEST

UPON CONTRACTOR AWARD: \$ 8841.85 per month (use figures)
 EIGHT THOUSAND EIGHT HUNDRED FORTY ONE AND EIGHTY FIVE CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 100-WEST

UPON CONTRACTOR AWARD: \$ 106,102.20 per year (use figures)

Make up of staff assigned to service this Route 100-West :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage: _____
Number of Drivers:	<u>1</u>	Hourly Wage: <u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage: _____
Other: (_____):	_____	Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

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I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS**MONTHLY CONTRACTOR FEE FOR ROUTE 100-EAST**

UPON CONTRACTOR AWARD: \$ 9290.27 per month (use figures)
NINE THOUSAND TWO HUNDRED NINETY AND TWENTY SEVEN CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 100-EAST

UPON CONTRACTOR AWARD: \$ 111,483.24 per year (use figures)

Make up of staff assigned to service this Route 100-East :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage:	_____
Number of Drivers:	<u>1</u>	Hourly Wage:	<u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage:	_____
Other: (_____):	_____	Hourly Wage:	_____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 100-SOUTH

UPON CONTRACTOR AWARD: \$ 8981.06 per month (use figures)
 EIGHT THOUSAND NINE HUNDRED EIGHTY ONE AND SIX CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 100-SOUTH

UPON CONTRACTOR AWARD: \$ 107,772.72 per year (use figures)

Make up of staff assigned to service this Route 100-South :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage: _____
Number of Drivers:	<u>1</u>	Hourly Wage: <u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage: _____
Other: (_____):	_____	Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PacTrack Inc.,
Contractor Name

1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026
Address

46-5706033
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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Nabeil Hazu CEO
Authorized Official's Printed Name and Title


Authorized Official's Signature

10-28-2018
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: To Be Determined

Title: Head, Support Services

Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242

Telephone: (562) 940-8450 Facsimile: (562) 803-0330

E-Mail Address: To Be Determined

COUNTY PROJECT MANAGER:

Name: Gilbert Garcia

Title: Contracts Services Coordinator

Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242

Telephone: : (562) 940-8485 Facsimile: (562) 803-1256

E-Mail Address: ggarcia@library.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Contract Staff

Title: -----

Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242

Telephone: (562) 940-8485 Facsimile: (562) 803-1256

E-Mail Address: ContractServices@library.lacounty.gov

Note: Specific Contract Project Monitor's information will be provided.

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** PACTRACK INC**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** NABEIL HAZUName: NABEIL HAZUTitle: CEOAddress: 1610 BEVERLY BLVD UNIT 2LOS ANGELES, CA 90026Telephone: 949-241-4473

Facsimile: _____

E-Mail Address: NSHAZU@PACTRACK.COM**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: RUDY FREGOSOTitle: OPERATIONS MANAGERAddress: 624 N ECKHOFF STORANGE, CA 92868Telephone: 714-888-1355

Facsimile: _____

E-Mail Address: RFREGOSO@PACTRACK.COMName: MIKE VEGATitle: CHIEF OPERATIONS OFFICERAddress: 1610 BEVERLY BLVD UNIT 2LOS ANGELES, CA 90026Telephone: 213-201-5856

Facsimile: _____

E-Mail Address: MVEGA@PACTRACK.COM**Notices to Contractor shall be sent to the following:**Name: NABEIL HAZUTitle: CEOAddress: 1610 BEVERLY BLVD UNIT 2LOS ANGELES, CA 90026Telephone: 949-241-4473

Facsimile: _____

E-Mail Address: NSHAZU@PACTRACK.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME PacTrack Inc., Contract No. _____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: 

DATE: 10 / 31 / 18

PRINTED NAME: Nabeil Hazu

POSITION: CEO

EXHIBIT H

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

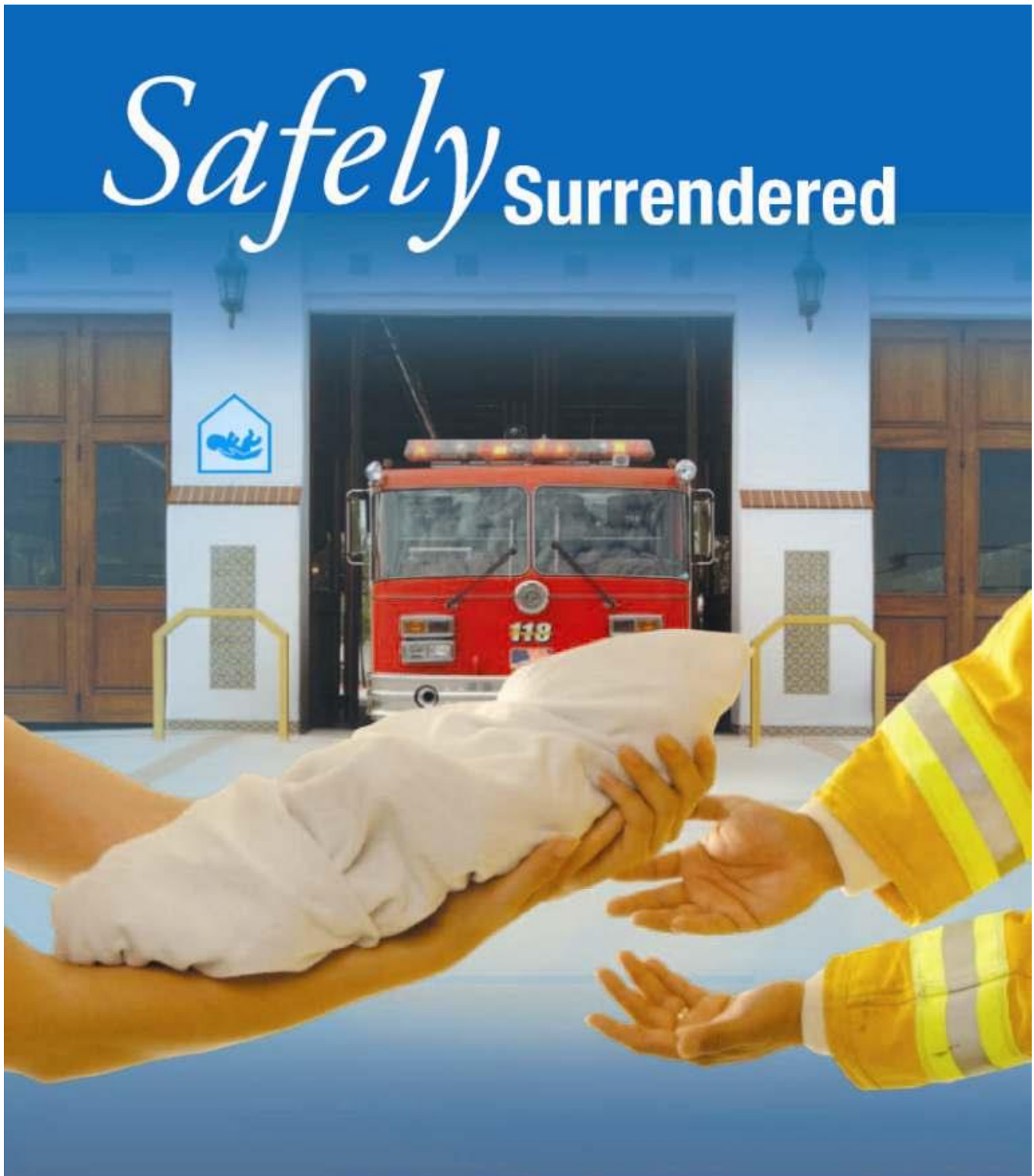
2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

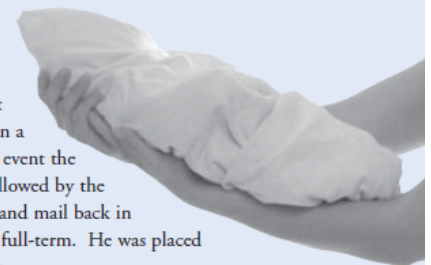
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

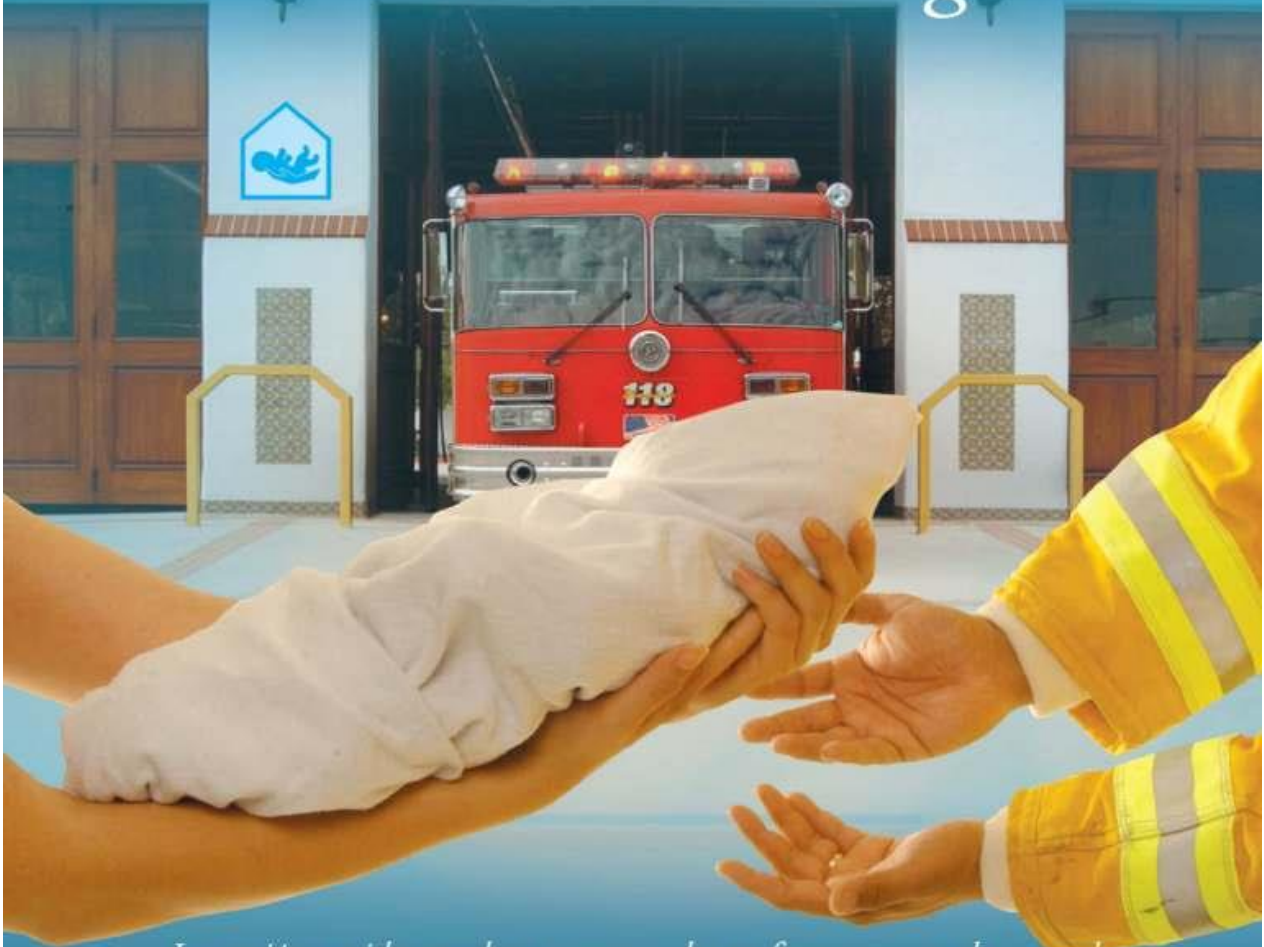
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT K

LIVING WAGE RATE ANNUAL ADJUSTMENTS

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the _____
Service, Building or Work Site
_____ day of _____, and ending the _____ day of _____
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature: Date:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

ROUTE COST

CONTRACT NO. _____
TRANSPORTATION DELIVERY SERVICES

ROUTE COST - 100

Library Facilities	Annual Amount	Monthly Amount
Route 100 - North	\$106,102.20	\$8,841.85
Route 100 - East	\$111,483.24	\$9,290.27
Route 100 - South	\$107,772.72	\$107,772.72
Total	\$325,358.16	\$125,904.84



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PACTRACK, INC.

FOR

TRANSPORTATION DELIVERY SERVICES

ROUTE 300

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PROP A – LIVING WAGE PROGRAM EXHIBITS

- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

FACILITIES MAINTENANCE COST

- M Route Cost

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PACTRACK, INC.
FOR
TRANSPORTATION DELIVERY SERVICES
ROUTE 300**

This Contract (“Contract”) made and entered into this ____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and PacTrack, Inc., hereinafter referred to as “Contractor”. PacTrack, Inc., is located at 1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Delivery Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Delivery Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Transportation Delivery Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the

Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – (Intentionally Omitted)
- 1.3 Exhibit C – Contractor’s Proposed Schedule
- 1.4 Exhibit D – Contractor’s EEO Certification
- 1.5 Exhibit E – County’s Administration
- 1.6 Exhibit F – Contractor’s Administration
- 1.7 Exhibit G – Contractor’s Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H – Jury Service Ordinance
- 1.9 Exhibit I – Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 Exhibit J – Living Wage Ordinance
- 1.11 Exhibit K – Living Wage Rate Annual Adjustments
- 1.12 Exhibit L – Payroll Statement of Compliance

Facilities Maintenance Cost

- 1.13 Exhibit M – Route Cost

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Sub-section 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental

agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

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

2.1.1.13 **County Library:** LA County Library.

2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4 TERM OF CONTRACT

4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or **February 1, 2019**, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's

Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The maximum annual Contract Sum under the terms of this Contract shall be **\$209,035.07**, comprised of the Contractor's Fee of **\$190,031.88**, as specified in Exhibit C - Contractor's Proposed Schedules for Route 300, and an annual estimate for unanticipated work of **\$19,003.19**, as authorized in Section 9.0 - Unanticipated Work, of the Statement of Work.

5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration – Termination of Contract

5.4.1 The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it will immediately notify County and will immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not

constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit C (Contractor's Proposed Schedule) and Exhibit M (Route Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices will contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.3 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L – Payroll Statement of Compliance

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).
- 5.5.5 **County Approval of Invoices**
All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.6 **Local Small Business Enterprises – Prompt Payment Program**
Certified Local Small Business Enterprises (LSBEs) will receive

prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subsections are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County Project Director

- 6.2.1 The role of the County Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's

performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.3.1.3 Approving unanticipated work as provided herein.
- 6.3.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

- 7.1.1 A listing of all of Contractor's Administration referenced in the following sub-sections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager will have a minimum of three (3) years of documented experience in the transportation service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

7.3 Approval of Contractor's Staff

- 7.3.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.
 - 7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

- 7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
 - 7.4.1.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor staff must immediately comply with such

request.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor will 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.
- 7.6.2 The Contractor will 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 Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
- (a) County Librarian is expressly authorized to increase the Contractor's fee set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
 - (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an

existing facility.

- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 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 will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Library Locations and Routes). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit C (Contractor's Proposed Schedule) in the Contract, requires that proposals include a flat daily rate for each Route. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, 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 will be null and void. For purposes of this Sub-section 8.2 (assignment and Delegation/Mergers or Acquisitions), County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of

the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Contract.

8.5 Complaints

- 8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor will 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 Contract are hereby incorporated herein by reference.

8.6.2 The Contractor will indemnify, defend, and hold harmless the 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 Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of

physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor will comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of

the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractor will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-Responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 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.
- 8.12.4.5 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

8.13 **Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

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

5246(b).

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

8.18.1 The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this Section as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of

either of them. In such case, Contractor will not be liable 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. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor

pursuant to this Contract.

- 8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates will be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements will be sent to:

LA County Library
 Contract Services Unit
 7400 E. Imperial Hwy., Room 221
 Downey, CA 90242

8.24.2.6 Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising

out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor will provide County with, or Contractor's insurance policies will contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage will be in excess of and not

contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor will include all subcontractors as insureds under Contractor's own policies, or will provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and will require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor will obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing

firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Motor Truck Cargo Insurance** Contractor will also provide Motor Truck Cargo insurance for County property in Transit. Such insurance should be written on AAIS form IM-7450, IM-7451 and IM-7452 or their equivalent. It will be endorsed to name the County of Los Angeles as additional insured. It will provide deductibles no greater than \$5,000 and limits of \$180,000. Contractor may establish limits of different amounts only with County approval.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her 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. A description of 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 Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, 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 Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the 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 the County.

- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor will bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Librarian, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor will notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E

(County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Librarian, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

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

8.37 Publicity

8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the

Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then

the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this

Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

LA County Library
 Contract Services Coordinator, Room 221
 7400 East Imperial Highway, Downey, CA 90242

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract; or
- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Sub-section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-section 8.43 (Termination for Default) or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section

8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been

employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 The Contractor will notify its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when

the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the

Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor will submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor's employees during the reporting period. The certified monitoring reports will also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports will be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor will immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to

being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor will assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor will immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

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

material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

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

9.1.11 **Employee Retention Rights**

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-

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

CONTRACTOR: PacTrack, Inc.
Name

By *Arbail Heger*
Name

CEO
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Keeper Rhodes Muir*
Keever Rhodes Muir
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B INTENTIONALLY OMITTED
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K LIVING WAGE RATE ANNUAL ADJUSTMENTS
- L PAYROLL STATEMENT OF COMPLIANCE
- M ROUTE COST – 300

EXIHIBIT A

STATEMENT OF WORK (SOW)

TRANSPORTATION DELIVERY SERVICES

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1.0 SCOPE OF WORK		1
2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS		1
3.0 QUALITY CONTROL		1
4.0 QUALITY ASSURANCE PLAN		2
4.1 Meetings		2
4.2 Contract Discrepancy Report.....		2
4.3 County Observations		2
5.0 DEFINITIONS		2
6.0 RESPONSIBILITIES		3
6.1 Personnel.....		3
6.2 Furnished Items		3
6.3 Utilities		4
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ATTACHMENTS

- I. Library Locations and Routes
- II. Driver's Daily Sign-In Sheet
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STATEMENT OF WORK EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor will provide transportation delivery services for LA County Library (County Library) facilities listed in Attachment I (Library Locations and Routes) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. Transportation delivery services include, but are not limited to: pick-up and delivery of boxes, bins, cases, correspondence, and other materials between sites and providing the necessary ongoing additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County's Contract Project Monitor.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed on Attachments I, and/or addition/deletion of library work days. County will notify Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Contractor will be compensated for the service of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis. County will determine the need for modification referenced herein. Upon Board delegation, County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County's Project Monitor for review. The plan will include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

3.3 Method of monitoring to ensure that the Contract requirements are being met.

4.0 **QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Sub-section 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 **Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

4.2 **Contract Discrepancy Report**

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

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

4.3 **County Observations**

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

5.0 **DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Sub-section 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Key Cards/Remote Controls

The County will provide two (2) sets of keys/key cards/remote controls for access, at no cost to Contractor, to all library facilities listed in Attachment I that need keys/key cards/remote controls for access. Contractor will acknowledge receipt of the keys/key cards/remote controls on a memorandum furnished by the County. All such keys/key cards/remote controls are property of the County and will be returned to the County Project Manager upon termination of the Contract. **At no time are the keys/key cards/remote controls to be duplicated by the Contractor.** Any lost keys/key cards/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a keys/key cards/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged keys/key cards/remote control is returned. The Contractor accepts full responsibility for all keys/key cards/remote controls issued.

6.2.2 Alarm Codes

Contractor will be issued intrusion alarm codes for library facilities. If it is determined that the Contractor's employee is responsible

for a false alarm or failure to activate the intrusion alarm, liquidated damages will be assessed. Contractor accepts full responsibility for the security of these alarm codes.

Instructions for the use of the intrusion alarms will be provided by the County.

6.3 Utilities

At no time are County telephones, computers or any County peripherals to be used for personal use.

6.4 County Orientation

County shall conduct an orientation to the successful Contractor prior to the effective date of this contract. County and Contractor will visit every library site to ensure the Contractor's understanding of work to be performed, including procedures for delivery, intrusion alarms and emergencies.

CONTRACTOR

6.5 Contractor's Project Manager

6.5.1 Contractor will provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor will provide a telephone number where the Contractor's Project Manager may be reached Monday through Thursday 7:00 a.m. – 6:00 p.m.

6.5.2 Contractor's Project Manager will act as a central point of contact with the County.

6.5.3 Contractor's Project Manager/alternate will have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

6.6 Personnel

6.6.1 Contractor will assign a sufficient number of qualified employees to perform the required work.

6.6.2 Contractor will assign one (1) supervisor exclusive to this Contract to monitor and inspect the employees and their performance.

- 6.6.3 Contractor will be required to background check their employees as set forth in Section 7.0 – Administration Of Contract, Sub-section 7.4 – Background and Security Investigations of the Contract and paragraph 6.6.6 of this Sub-section.
- 6.6.4 Contractor will ensure that only personnel assigned to the Contract are permitted in the library facilities at all times.
- 6.6.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Employees of the Contract.
- 6.6.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.6.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at library facilities listed in the contract.
- 6.6.8 Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.7 Driver's License

Drivers employed by the Contractor must hold a valid California Driver's license with proof of same, and provide the County with copy of driving record annually. Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof

during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.

6.8 Uniforms and Identification Badges

- 6.8.1 Contractor's employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.8.2 Contractor's employees will wear closed toe shoes at all times. Steel toe shoes are optional. Contractor will furnish and require every on-duty employee to wear a lift belt.
- 6.8.3 All Contractor's employees must wear safety and protective gear according to OSHA standards.
- 6.8.4 Contractor will ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification of the Contract. A visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when they are on County designated property.
- 6.8.5 Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges.

6.9 Equipment/Vehicles

- 6.9.1 Contractor is responsible for the purchase and maintenance of equipment such as dollies (hand trucks, etc.) and all vehicles to provide the needed services of the Contract.
- 6.9.2 Contractor's delivery vehicle(s) must not exceed the following parameters: weight: 8 tons, length: length 22', width 9', height: 10'8", size of lift gate 4' (length with gate open 26'). Delivery vehicle must be appropriate to transport the maximum number of boxes and weight, according to Section 9.0 - Specific Work Requirements.
- 6.9.3 Contractor is responsible for complying with all California State Vehicle Code regulations as they relate to the license, registration and operation of the vehicle for the purpose of this contract.
- 6.9.4 In the event that a vehicle breaks down during deliveries, it is the responsibility of the Contractor to provide another vehicle to

continue routes. Contractor must notify County's Contract Project Monitor by 7 a.m. the next business morning.

- 6.9.5 All vehicles must have the Contractor name clearly displayed on both sides of the vehicle.

6.10 Building Security

- 6.10.1 Contractor's employees must enter and leave through specified doors and must maintain a high level of security when entering and exiting the facility.
- 6.10.2 Contractor's employees are responsible for activating and deactivating the intrusion alarms when entering and exiting library facilities with alarm systems.
- 6.10.3 Contractor's employees are responsible to ensure all library facilities, that they service, are securely locked prior to leaving the facility.

6.11 Vehicle Code Violations

Contractor is responsible for payment of all CA Vehicle Code violations (tickets) incurred by the driver or the vehicle.

Contractor will be required to comply with the Motor Carrier of Property Permit Act, all applicable DMV, California Highway Patrol, State and Federal laws and regulations. Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where Contractor believes changes in code, laws, rules, and regulations are needed to affect desirable improvements, Contractor will so indicate. Such changes, if deemed appropriate, will be sought by County at its discretion.

6.12 Fuel Cost

Contractor is responsible for all increases in operating costs as a result in an increase in fuel costs through the term of this Contract.

6.13 Training

- 6.13.1 Contractor will provide training programs for all new employees and continuing in-service training for all employees.
- 6.13.2 Contractor will be responsible for ensuring that each Contractor's employee is familiar with the entire library facility that they will service.

- 6.13.3 All Contractor's employees will be trained in their assigned tasks and in the safe handling of vehicles
- 6.13.4 All company training records must include a course outline of subjects trained and a signature from the employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.14 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business.

6.14.1 Business Hours

Contractor's office will be staffed during the hours of 7:00 a.m. to 5:00 p.m. (PST), Monday through Thursday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.14.2 After-Hours

When the Contractor's office is closed, an answering service will be provided to receive calls. **If an answering service receives the call after business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.15 Contractor's Damage

- 6.15.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.15.2 Contractor is responsible to physically inspect the facilities and the surrounding areas and evaluate the extent to which the physical condition thereof will affect the transportation services to be provided. Contractor accepts the premises in their present condition, and agrees to make no demands upon County for any improvements or alternations thereof.
- 6.15.4 Contractor's staff must handle mail (e.g. boxes, packages, envelopes, etc.) with the utmost care to prevent damage shipments of materials and damage to shipment boxes.

6.16 Losses

In addition to other requirements specified herein, Contractor is responsible for any losses incurred by County Library as a result of any of the following:

1. Missing packages, boxes, etc.
2. Damaged shipments of materials.
3. Leaving any doors open and/or unlocked at any County Library site.
4. Losses/damage resulting from not setting intrusion alarm systems.
5. Damage to County Library property involved with deliveries and/or caused by driver(s).

6.17 Emergency Procedures

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc. on or involving County property, by calling the following:

1. During County business hours, the Contractor will call the County Project Manager.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

6.18 Use of County Seal or Letterhead

Contractor or its employees will not use or display the official seal, letterhead or name of the County of Los Angeles or LA County Library on any of its vehicles, letterheads, or communications with any agency or for any other cause.

7.0 HOURS/DAYS OF SERVICES

- 7.1 This service is to be provided after County Library hours, four days a week, Monday through Thursday. Service is not to begin prior to 5 p.m. unless prior authorization by the County. Service days exclude County holidays and at other such times as requested by the County, and in compliance with any County regulations and/or programs related to traffic and smog reduction. The Contractor will be informed of any such regulations prior to their implementation.
- 7.2 Contractor will provide adequate staffing to perform the required transportation deliver services during the prescribed days and hours per

week. Contractor is to provide County with a staffing plan of scheduled staff to provide transportation services for all library facilities. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.

- 7.3 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit for review and approval a work schedule for each route to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

- 9.1 County's Project Director, or his/her designee may authorize the Contractor to perform unanticipated work; extra pick-ups/deliveries, when the need for such work arises.
- 9.2 Contractor will prepare and submit a written description of the work with an estimate prior to performing any unanticipated work. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Project Director, or his/her, designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 Contractor will commence all unanticipated work on the established specified date/time. The Contractor will proceed diligently to complete said work within the time allotted.
- 9.4 County reserves the right to perform unanticipated work itself or assign the work to another Contractor.
- 9.5 County may require daytime delivery services based on the needs of County Library.

10.0 SAFETY

- 10.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards and keep a log indicating dates inspected and action taken.
- 10.2 It will be the Contractor's responsibility to report any condition(s) that renders any portion of the premises unsafe for delivery services, as well as any unsafe practices occurring thereon that requires major correction. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.
- 10.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

11.0 SPECIFIC WORK REQUIREMENTS

- 11.1 Contractor's employee (driver) will report to County Library Headquarters (LHQ), Shipping and Receiving to pick-up and load boxes/blue bins, packages, and mail for their assigned route. Utilizing the pre-established routes, the driver will deliver and pick-up items accordingly then returning back to the County Library Headquarters as the final stop.
- 11.2 Packages and mail will be delivered and placed in library's designated red bin. Packages and mail picked up from the library will be placed in driver's red bin accordingly, and driver's red bin will be returned to County Library Headquarters at the final stop.
- 11.3 The scheduled routes must be completed on the same day regardless of staff or vehicle problems. Items picked up will be delivered to its destination within the route, unless the Delivery destination is a location that was already visited. These will be returned to County Library Headquarters.
- 11.4 Driver will stop at each County Library facility regardless of the need to deliver to ensure the pick-up of any outgoing item.

- 11.5 Driver will record arrival time, departure time, number of items picked up, delivered and left behind for each library location on the Driver's Daily Tally Sheet (Attachment III).
- 11.6 Contractor will maintain complete records of assignment of staff, routing schedules, mileage driven, and any deviations in standard routine.
- 11.7 Shipment from County Library Headquarters, per route, will consist of up to two hundred (200) boxes, with an average of one hundred (100) boxes. Any individual County Library location may have up to fifty (50) boxes, except for Regional Offices which may have up to one hundred (100) boxes for delivery.
- 11.8 Shipments will consist of, but not limited to, the following:
1. Jiffy Bags: Various Sizes: 3 pounds' maximum weight
 2. Standard Boxes: 9" x 12" x 18" average weight 30-50 pounds
 3. Blue Reusable Bins: 19.9" x 14.2" x 8.4" average weight 30-50 pounds
 4. Red Bins: One Red Bin (22L x 15W x 12H) will be placed in each vehicle with an accordion folder properly labeled for each library within that route
 5. Oversized Boxes: Various sizes, including copy paper weighing 45-50 pounds
 6. Envelopes: Envelopes placed in a Red Bin, must be treated with the upmost urgency

12.0 SIGN IN/OUT REQUIREMENTS

For security purposes, Contractor's employees/drivers are required to sign in/out each time upon entering/exiting LHQ and Library facilities. Contractor's employees/drivers must adhere to the following procedures:

12.1.1 LHQ Key Card Procedure

1. Upon entry to LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.
2. Upon Departure of LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.

3. If the Key Card does not function properly (card reader light does not turn green and beep) after 2 attempts, Contractor will immediately report non-functioning Key Card to County's Project Monitor the following working day.

12.1.2 LHQ Driver's Daily Sign In/Out Sheet Procedure

1. Drivers will sign-in and out on the Driver's Daily Sign-In Sheet (Attachment II) upon entering and exiting LHQ, which will be provided by the County Library and located at the LHQ Shipping and Receiving area and placed in a designated area.

12.1.3 Library Facilities Sign In/Out Procedure

1. Drivers will utilize the Driver's Daily Tally Sheet (Attachment III) of the SOW to sign in and out at each library location as stated in Sub-Section 11.5.

13.0 DRIVER'S DAILY TALLY SHEETS

- 13.1 Contractor is responsible to ensure that the drivers accurately complete the Driver's Daily Tally Sheets (Attachment III) at each library location as stated in Sub-Section 11.5 and submits them to their supervisor at the end of each shift.
- 13.2 Contractor's Project Manager will review and submit the Driver's Daily Tally Sheet (Attachment III) to the County's Contract Project Monitor on a daily basis no later than 9:00 am.

14.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Contractor will ensure drivers will not violate local noise ordinances or noise reduction needs, such as but not limited to: loud music, conversing in a loud manner, revving of engines, etc.

15.0 GREEN INITIATIVES

- 15.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor will notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

ATTACHMENT I

LIBRARY LOCATIONS AND ROUTES

ROUTE 300 – WEST
ROUTE 300 – EAST

ATTACHMENT I

**LA COUNTY LIBRARY TRANSPORTATION DELIVERY SERVICE
LIBRARY LOCATIONS AND ROUTES**

ROUTE 300 – WEST

	Cost Code	Library Name	Street Address	City	Zip Code
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2a	300	West Regional Office	151 East Carson Street	Carson	90745
2b	301	Carson Library	151 East Carson Street	Carson	90745
3	335	West Hollywood Library	625 North San Vicente Blvd.	West Hollywood	90069
4	330	Culver City Julian Dixon Library	4975 Overland Avenue	Culver City	90230
5	334	Lloyd Taber Marina del Rey Library	4533 Admiralty Way	Marina del Rey	90292
6	318	Manhattan Beach Library	1320 Highland Avenue	Manhattan Beach	90266
7	314	Hermosa Beach Library	550 Pier Avenue	Hermosa Beach	90254
8	317	Lomita Library	24200 Narbonne Avenue	Lomita	90717
9	300	West Regional Office	151 East Carson Street	Carson	90745
10	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT I

**LA COUNTY LIBRARY TRANSPORTATION DELIVERY SERVICE
LIBRARY LOCATIONS AND ROUTES**

ROUTE 300 – EAST

	Cost Code	Library Name	Street Address	City	Zip Code
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2	300	West Regional Office	151 East Carson Street	Carson	90745
3	321	Dr. Martin Luther King, Jr. Library	17906 South Avalon Blvd.	Carson	90746
4	338	Woodcrest Library	1340 West 106th Street	Los Angeles	90044
5	336	View Park Bebe Moore Campbell Library	3854 West 54th Street	Los Angeles	90043
6	333	Lennox Library	4359 Lennox Blvd.	Lennox	90304
7	331	Hawthorne Library	12700 South Grevillea Avenue	Hawthorne	90250
8	337	Wiseburn Library	5335 West 135th Street	Hawthorne	90250
9	316	Lawndale Library	14615 Burin Avenue	Lawndale	90260
10	320	Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249
11	313	Gardena Mayme Dear Library	1731 West Gardena Blvd.	Gardena	90247
12	300	West Regional Office	151 East Carson Street	Carson	90745
13	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT II

DRIVER'S DAILY SIGN-IN SHEET

ATTACHMENT III

DRIVER'S DAILY TALLY SHEETS

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 300 - WEST

Date: _____

Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
300 WEST REGIONAL OFFICE 151 East Carson Street							
301 CARSON LIBRARY 151 East Carson Street							
335 WEST HOLLYWOOD LIBRARY 625 North San Vicente Blvd.							
330 CULVER CITY LIBRARY 4975 Overland Avenue							
334 MARINA DEL REY LIBRARY 4533 Admiralty Way							
318 MANHATTAN BEACH LIBRARY 1320 Highland Avenue							
314 HERMOSA BEACH LIBRARY 550 Pier Avenue							
317 LOMITA LIBRARY 24200 Narbonne Avenue							
300 WEST REGIONAL OFFICE 151 East Carson Street							
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 300 - EAST

Date: _____

Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
300 WEST REGIONAL OFFICE 151 East Carson Street							
321 DR. MARTIN LUTHER KING JR. LIBRARY 17906 South Avalon Blvd.							
338 WOODCREST LIBRARY 1340 West 106th Street							
336 VIEW PARK LIBRARY 3854 West 54th Street							
333 LENNOX LIBRARY 4359 Lennox Blvd.							
331 HAWTHORNE 12700 South Grevillea Avenue							
337 WISEBURN LIBRARY 5335 West 135th Street							
316 LAWNSDALE LIBRARY 14615 Burin Avenue							
320 MASAO W. SATOW LIBRARY 14433 South Crenshaw Blvd.							
313 GARDENA LIBRARY 1731 West Gardena Blvd.							
300 WEST REGIONAL OFFICE 151 East Carson Street							
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

STATEMENT OF WORK EXHIBITS

LA COUNTY LIBRARY

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith Contract Services Unit	Phone No.:	(562) 940 – 6919
		Fax No.:	(562) 803 – 0016

CONTRACT NO.	12345	CONTRACT TITLE:	TRANSPORTATION DELIVERY SERVICES – ROUTE _____
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TYPE OF DISCREPANCY:
_____DISCREPANCY DETAILS:CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Monitor within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 300-WEST

UPON CONTRACTOR AWARD: \$ 8039.11 per month (use figures)
 EIGHT THOUSAND THIRTY NINE AND ELEVEN CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 300-WEST

UPON CONTRACTOR AWARD: \$ 96,469.32 per year (use figures)

Make up of staff assigned to service this Route 300-West :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage: _____
Number of Drivers:	<u>1</u>	Hourly Wage: <u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage: _____
Other: (_____):	_____	Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 300-EAST

UPON CONTRACTOR AWARD: \$ 7796.88 per month (use figures)
 SEVEN THOUSAND SEVEN HUNDRED NINETY SIX AND EIGHTY EIGHT CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 300-EAST

UPON CONTRACTOR AWARD: \$ 93562.56 per year (use figures)

Make up of staff assigned to service this Route 300-East :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage:	_____
Number of Drivers:	<u>1</u>	Hourly Wage:	<u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage:	_____
Other: (_____):	_____	Hourly Wage:	_____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PacTrack Inc.,
 Contractor Name
 1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026
 Address
 46-5706033
 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Nabeil Hazu CEO
 Authorized Official's Printed Name and Title


 Authorized Official's Signature

10-28-2018
 Date

EXHIBIT E

COUNTY'S ADMINISTRATION

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: To Be Determined

Title: Head, Support Services

Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242

Telephone: (562) 940-8450 Facsimile: (562) 803-0330

E-Mail Address: To Be Determined

COUNTY PROJECT MANAGER:

Name: Gilbert Garcia

Title: Contracts Services Coordinator

Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242

Telephone: : (562) 940-8485 Facsimile: (562) 803-1256

E-Mail Address: ggarcia@library.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Contract Staff

Title: -----

Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242

Telephone: (562) 940-8485 Facsimile: (562) 803-1256

E-Mail Address: ContractServices@library.lacounty.gov

Note: Specific Contract Project Monitor's information will be provided.

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** PACTRACK INC**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** NABEIL HAZUName: NABEIL HAZUTitle: CEOAddress: 1610 BEVERLY BLVD UNIT 2LOS ANGELES, CA 90026Telephone: 949-241-4473

Facsimile: _____

E-Mail Address: NSHAZU@PACTRACK.COM**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: RUDY FREGOSOTitle: OPERATIONS MANAGERAddress: 624 N ECKHOFF STORANGE, CA 92868Telephone: 714-888-1355

Facsimile: _____

E-Mail Address: RFREGOSO@PACTRACK.COMName: MIKE VEGATitle: CHIEF OPERATIONS OFFICERAddress: 1610 BEVERLY BLVD UNIT 2LOS ANGELES, CA 90026Telephone: 213-201-5856

Facsimile: _____

E-Mail Address: MVEGA@PACTRACK.COM**Notices to Contractor shall be sent to the following:**Name: NABEIL HAZUTitle: CEOAddress: 1610 BEVERLY BLVD UNIT 2LOS ANGELES, CA 90026Telephone: 949-241-4473

Facsimile: _____

E-Mail Address: NSHAZU@PACTRACK.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME PacTrack Inc., Contract No. _____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: 

DATE: 10 / 31 / 18

PRINTED NAME: Nabeil Hazu

POSITION: CEO

EXHIBIT H

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

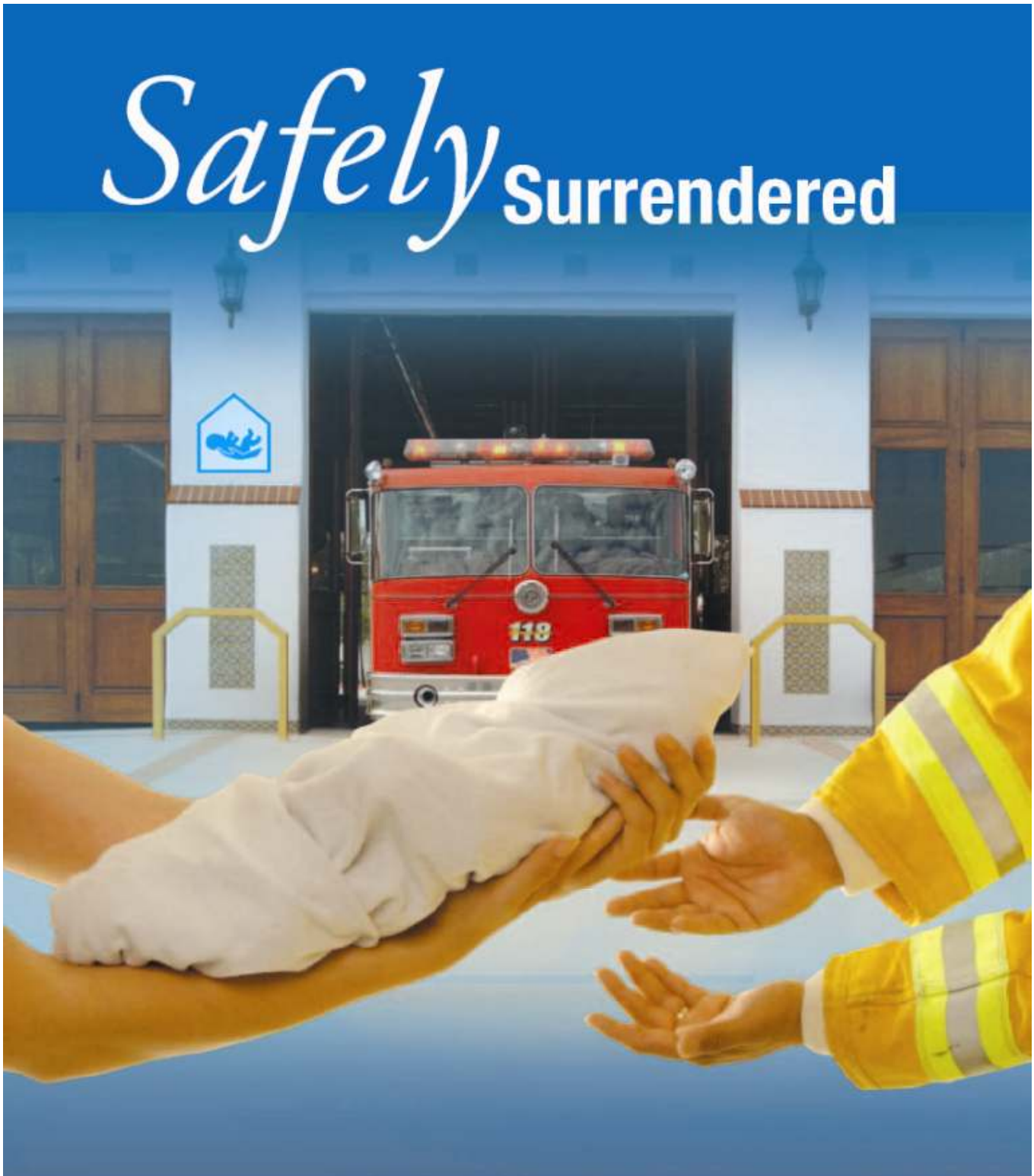
2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

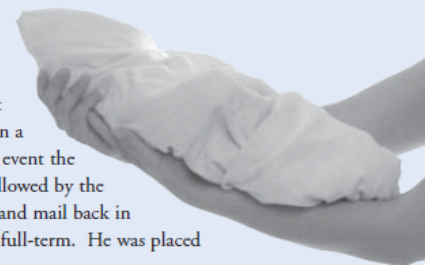
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT K

LIVING WAGE RATE ANNUAL ADJUSTMENTS

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the _____
Service, Building or Work Site
_____ day of _____, and ending the _____ day of _____
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature: Date:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

ROUTE COST



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PACTRACK, INC.

FOR

TRANSPORTATION DELIVERY SERVICES

ROUTE 500

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PACTRACK, INC.
FOR
TRANSPORTATION DELIVERY SERVICES
ROUTE 500**

This Contract ("Contract") made and entered into this ____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and PacTrack, Inc., hereinafter referred to as "Contractor". PacTrack, Inc., is located at 1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Delivery Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Delivery Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Transportation Delivery Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the

Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – (Intentionally Omitted)
- 1.3 Exhibit C – Contractor’s Proposed Schedule
- 1.4 Exhibit D – Contractor’s EEO Certification
- 1.5 Exhibit E – County’s Administration
- 1.6 Exhibit F – Contractor’s Administration
- 1.7 Exhibit G – Contractor’s Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H – Jury Service Ordinance
- 1.9 Exhibit I – Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 Exhibit J – Living Wage Ordinance
- 1.11 Exhibit K – Living Wage Rate Annual Adjustments
- 1.12 Exhibit L – Payroll Statement of Compliance

Facilities Maintenance Cost

- 1.13 Exhibit M – Route Cost

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Sub-section 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental

agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

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

2.1.1.13 **County Library:** LA County Library.

2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4 TERM OF CONTRACT

4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or **February 1, 2019**, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's

Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The maximum annual Contract Sum under the terms of this Contract shall be **\$207,291.08**, comprised of the Contractor's Fee of **\$188,446.44**, as specified in Exhibit C - Contractor's Proposed Schedules for Route 500, and an annual estimate for unanticipated work of **\$18,844.64**, as authorized in Section 9.0 - Unanticipated Work, of the Statement of Work.

5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration – Termination of Contract

5.4.1 The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it will immediately notify County and will immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not

constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit C (Contractor's Proposed Schedule) and Exhibit M (Route Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices will contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.3 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L – Payroll Statement of Compliance

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).
- 5.5.5 **County Approval of Invoices**
All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.6 **Local Small Business Enterprises – Prompt Payment Program**
Certified Local Small Business Enterprises (LSBEs) will receive

prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subsections are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County Project Director

- 6.2.1 The role of the County Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's

performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.3.1.3 Approving unanticipated work as provided herein.
- 6.3.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

- 7.1.1 A listing of all of Contractor's Administration referenced in the following sub-sections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager will have a minimum of three (3) years of documented experience in the transportation service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

7.3 Approval of Contractor's Staff

- 7.3.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.
 - 7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

- 7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
 - 7.4.1.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor staff must immediately comply with such

request.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor will 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.
- 7.6.2 The Contractor will 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 Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
- (a) County Librarian is expressly authorized to increase the Contractor's fee set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
 - (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an

existing facility.

- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 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 will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Library Locations and Routes). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit C (Contractor's Proposed Schedule) in the Contract, requires that proposals include a flat daily rate for each Route. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, 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 will be null and void. For purposes of this Sub-section 8.2 (assignment and Delegation/Mergers or Acquisitions), County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of

the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.

8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor will 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 Contract are hereby incorporated herein by reference.

8.6.2 The Contractor will indemnify, defend, and hold harmless the 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 Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of

physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor will comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of

the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractor will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-Responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 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.
- 8.12.4.5 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

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

5246(b).

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

8.18.1 The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this Section as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of

either of them. In such case, Contractor will not be liable 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. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor

pursuant to this Contract.

- 8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates will be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements will be sent to:

LA County Library
 Contract Services Unit
 7400 E. Imperial Hwy., Room 221
 Downey, CA 90242

8.24.2.6 Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising

out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor will provide County with, or Contractor's insurance policies will contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage will be in excess of and not

contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor will include all subcontractors as insureds under Contractor's own policies, or will provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and will require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor will obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing

firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Motor Truck Cargo Insurance** Contractor will also provide Motor Truck Cargo insurance for County property in Transit. Such insurance should be written on AAIS form IM-7450, IM-7451 and IM-7452 or their equivalent. It will be endorsed to name the County of Los Angeles as additional insured. It will provide deductibles no greater than \$5,000 and limits of \$180,000. Contractor may establish limits of different amounts only with County approval.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her 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. A description of 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 Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, 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 Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the 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 the County.

- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor will bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Librarian, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor will notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E

(County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Librarian, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

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

8.37 Publicity

8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the

Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then

the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this

Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

LA County Library
 Contract Services Coordinator, Room 221
 7400 East Imperial Highway, Downey, CA 90242

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract; or
- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Sub-section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-section 8.43 (Termination for Default) or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section

8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been

employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 The Contractor will notify its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when

the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the

Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor will submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor's employees during the reporting period. The certified monitoring reports will also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports will be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor will immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to

being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor will assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor will immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

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

material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-

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

CONTRACTOR: PacTrack, Inc.
Name

By *Adrian Hago*
Name

CEO
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Keever Rhodes Muir*
Keever Rhodes Muir
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B INTENTIONALLY OMITTED
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K LIVING WAGE RATE ANNUAL ADJUSTMENTS
- L PAYROLL STATEMENT OF COMPLIANCE
- M ROUTE COST – 500

EXIHIBIT A

STATEMENT OF WORK (SOW)

TRANSPORTATION DELIVERY SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor will provide transportation delivery services for LA County Library (County Library) facilities listed in Attachment I (Library Locations and Routes) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. Transportation delivery services include, but are not limited to: pick-up and delivery of boxes, bins, cases, correspondence, and other materials between sites and providing the necessary ongoing additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County's Contract Project Monitor.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed on Attachments I, and/or addition/deletion of library work days. County will notify Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Contractor will be compensated for the service of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis. County will determine the need for modification referenced herein. Upon Board delegation, County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County's Project Monitor for review. The plan will include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

3.3 Method of monitoring to ensure that the Contract requirements are being met.

4.0 **QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Sub-section 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 **Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

4.2 **Contract Discrepancy Report**

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

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

4.3 **County Observations**

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

5.0 **DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Sub-section 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Key Cards/Remote Controls

The County will provide two (2) sets of keys/key cards/remote controls for access, at no cost to Contractor, to all library facilities listed in Attachment I that need keys/key cards/remote controls for access. Contractor will acknowledge receipt of the keys/key cards/remote controls on a memorandum furnished by the County. All such keys/key cards/remote controls are property of the County and will be returned to the County Project Manager upon termination of the Contract. **At no time are the keys/key cards/remote controls to be duplicated by the Contractor.** Any lost keys/key cards/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a keys/key cards/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged keys/key cards/remote control is returned. The Contractor accepts full responsibility for all keys/key cards/remote controls issued.

6.2.2 Alarm Codes

Contractor will be issued intrusion alarm codes for library facilities. If it is determined that the Contractor's employee is responsible

for a false alarm or failure to activate the intrusion alarm, liquidated damages will be assessed. Contractor accepts full responsibility for the security of these alarm codes.

Instructions for the use of the intrusion alarms will be provided by the County.

6.3 Utilities

At no time are County telephones, computers or any County peripherals to be used for personal use.

6.4 County Orientation

County shall conduct an orientation to the successful Contractor prior to the effective date of this contract. County and Contractor will visit every library site to ensure the Contractor's understanding of work to be performed, including procedures for delivery, intrusion alarms and emergencies.

CONTRACTOR

6.5 Contractor's Project Manager

6.5.1 Contractor will provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor will provide a telephone number where the Contractor's Project Manager may be reached Monday through Thursday 7:00 a.m. – 6:00 p.m.

6.5.2 Contractor's Project Manager will act as a central point of contact with the County.

6.5.3 Contractor's Project Manager/alternate will have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

6.6 Personnel

6.6.1 Contractor will assign a sufficient number of qualified employees to perform the required work.

6.6.2 Contractor will assign one (1) supervisor exclusive to this Contract to monitor and inspect the employees and their performance.

- 6.6.3 Contractor will be required to background check their employees as set forth in Section 7.0 – Administration Of Contract, Sub-section 7.4 – Background and Security Investigations of the Contract and paragraph 6.6.6 of this Sub-section.
- 6.6.4 Contractor will ensure that only personnel assigned to the Contract are permitted in the library facilities at all times.
- 6.6.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Employees of the Contract.
- 6.6.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.6.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at library facilities listed in the contract.
- 6.6.8 Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.7 Driver's License

Drivers employed by the Contractor must hold a valid California Driver's license with proof of same, and provide the County with copy of driving record annually. Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof

during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.

6.8 Uniforms and Identification Badges

- 6.8.1 Contractor's employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.8.2 Contractor's employees will wear closed toe shoes at all times. Steel toe shoes are optional. Contractor will furnish and require every on-duty employee to wear a lift belt.
- 6.8.3 All Contractor's employees must wear safety and protective gear according to OSHA standards.
- 6.8.4 Contractor will ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification of the Contract. A visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when they are on County designated property.
- 6.8.5 Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges.

6.9 Equipment/Vehicles

- 6.9.1 Contractor is responsible for the purchase and maintenance of equipment such as dollies (hand trucks, etc.) and all vehicles to provide the needed services of the Contract.
- 6.9.2 Contractor's delivery vehicle(s) must not exceed the following parameters: weight: 8 tons, length: length 22', width 9', height: 10'8", size of lift gate 4' (length with gate open 26'). Delivery vehicle must be appropriate to transport the maximum number of boxes and weight, according to Section 9.0 - Specific Work Requirements.
- 6.9.3 Contractor is responsible for complying with all California State Vehicle Code regulations as they relate to the license, registration and operation of the vehicle for the purpose of this contract.
- 6.9.4 In the event that a vehicle breaks down during deliveries, it is the responsibility of the Contractor to provide another vehicle to

continue routes. Contractor must notify County's Contract Project Monitor by 7 a.m. the next business morning.

- 6.9.5 All vehicles must have the Contractor name clearly displayed on both sides of the vehicle.

6.10 Building Security

6.10.1 Contractor's employees must enter and leave through specified doors and must maintain a high level of security when entering and exiting the facility.

6.10.2 Contractor's employees are responsible for activating and deactivating the intrusion alarms when entering and exiting library facilities with alarm systems.

6.10.3 Contractor's employees are responsible to ensure all library facilities, that they service, are securely locked prior to leaving the facility.

6.11 Vehicle Code Violations

Contractor is responsible for payment of all CA Vehicle Code violations (tickets) incurred by the driver or the vehicle.

Contractor will be required to comply with the Motor Carrier of Property Permit Act, all applicable DMV, California Highway Patrol, State and Federal laws and regulations. Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where Contractor believes changes in code, laws, rules, and regulations are needed to affect desirable improvements, Contractor will so indicate. Such changes, if deemed appropriate, will be sought by County at its discretion.

6.12 Fuel Cost

Contractor is responsible for all increases in operating costs as a result in an increase in fuel costs through the term of this Contract.

6.13 Training

6.13.1 Contractor will provide training programs for all new employees and continuing in-service training for all employees.

6.13.2 Contractor will be responsible for ensuring that each Contractor's employee is familiar with the entire library facility that they will service.

- 6.13.3 All Contractor's employees will be trained in their assigned tasks and in the safe handling of vehicles
- 6.13.4 All company training records must include a course outline of subjects trained and a signature from the employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.14 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business.

6.14.1 Business Hours

Contractor's office will be staffed during the hours of 7:00 a.m. to 5:00 p.m. (PST), Monday through Thursday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.14.2 After-Hours

When the Contractor's office is closed, an answering service will be provided to receive calls. **If an answering service receives the call after business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.15 Contractor's Damage

- 6.15.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.15.2 Contractor is responsible to physically inspect the facilities and the surrounding areas and evaluate the extent to which the physical condition thereof will affect the transportation services to be provided. Contractor accepts the premises in their present condition, and agrees to make no demands upon County for any improvements or alternations thereof.
- 6.15.4 Contractor's staff must handle mail (e.g. boxes, packages, envelopes, etc.) with the utmost care to prevent damage shipments of materials and damage to shipment boxes.

6.16 Losses

In addition to other requirements specified herein, Contractor is responsible for any losses incurred by County Library as a result of any of the following:

1. Missing packages, boxes, etc.
2. Damaged shipments of materials.
3. Leaving any doors open and/or unlocked at any County Library site.
4. Losses/damage resulting from not setting intrusion alarm systems.
5. Damage to County Library property involved with deliveries and/or caused by driver(s).

6.17 Emergency Procedures

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc. on or involving County property, by calling the following:

1. During County business hours, the Contractor will call the County Project Manager.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

6.18 Use of County Seal or Letterhead

Contractor or its employees will not use or display the official seal, letterhead or name of the County of Los Angeles or LA County Library on any of its vehicles, letterheads, or communications with any agency or for any other cause.

7.0 HOURS/DAYS OF SERVICES

- 7.1 This service is to be provided after County Library hours, four days a week, Monday through Thursday. Service is not to begin prior to 5 p.m. unless prior authorization by the County. Service days exclude County holidays and at other such times as requested by the County, and in compliance with any County regulations and/or programs related to traffic and smog reduction. The Contractor will be informed of any such regulations prior to their implementation.
- 7.2 Contractor will provide adequate staffing to perform the required transportation deliver services during the prescribed days and hours per

week. Contractor is to provide County with a staffing plan of scheduled staff to provide transportation services for all library facilities. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.

- 7.3 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit for review and approval a work schedule for each route to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

- 9.1 County's Project Director, or his/her designee may authorize the Contractor to perform unanticipated work; extra pick-ups/deliveries, when the need for such work arises.
- 9.2 Contractor will prepare and submit a written description of the work with an estimate prior to performing any unanticipated work. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Project Director, or his/her, designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 Contractor will commence all unanticipated work on the established specified date/time. The Contractor will proceed diligently to complete said work within the time allotted.
- 9.4 County reserves the right to perform unanticipated work itself or assign the work to another Contractor.
- 9.5 County may require daytime delivery services based on the needs of County Library.

10.0 SAFETY

- 10.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards and keep a log indicating dates inspected and action taken.
- 10.2 It will be the Contractor's responsibility to report any condition(s) that renders any portion of the premises unsafe for delivery services, as well as any unsafe practices occurring thereon that requires major correction. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.
- 10.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

11.0 SPECIFIC WORK REQUIREMENTS

- 11.1 Contractor's employee (driver) will report to County Library Headquarters, Shipping and Receiving to pick-up and load boxes/blue bins, packages, and mail for their assigned route. Utilizing the pre-established routes, the driver will deliver and pick-up items accordingly then returning back to the County Library Headquarters as the final stop.
- 11.2 Packages and mail will be delivered and placed in library's designated red bin. Packages and mail picked up from the library will be placed in driver's red bin accordingly, and driver's red bin will be returned to County Library Headquarters at the final stop.
- 11.3 The scheduled routes must be completed on the same day regardless of staff or vehicle problems. Items picked up will be delivered to its destination within the route, unless the Delivery destination is a location that was already visited. These will be returned to County Library Headquarters.
- 11.4 Driver will stop at each County Library facility regardless of the need to deliver to ensure the pick-up of any outgoing item.

- 11.5 Driver will record arrival time, departure time, number of items picked up, delivered and left behind for each library location on the Driver's Daily Tally Sheet (Attachment III).
- 11.6 Contractor will maintain complete records of assignment of staff, routing schedules, mileage driven, and any deviations in standard routine.
- 11.7 Shipment from County Library Headquarters, per route, will consist of up to two hundred (200) boxes, with an average of one hundred (100) boxes. Any individual County Library location may have up to fifty (50) boxes, except for Regional Offices which may have up to one hundred (100) boxes for delivery.
- 11.8 Shipments will consist of, but not limited to, the following:
1. Jiffy Bags: Various Sizes: 3 pounds' maximum weight
 2. Standard Boxes: 9" x 12" x 18" average weight 30-50 pounds
 3. Blue Reusable Bins: 19.9" x 14.2" x 8.4" average weight 30-50 pounds
 4. Red Bins: One Red Bin (22L x 15W x 12H) will be placed in each vehicle with an accordion folder properly labeled for each library within that route
 5. Oversized Boxes: Various sizes, including copy paper weighing 45-50 pounds
 6. Envelopes: Envelopes placed in a Red Bin, must be treated with the upmost urgency

12.0 SIGN IN/OUT REQUIREMENTS

For security purposes, Contractor's employees/drivers are required to sign in/out each time upon entering/exiting County Library Headquarters (LHQ) and Library facilities. Contractor's employees/drivers must adhere to the following procedures:

12.1.1 LHQ Key Card Procedure

1. Upon entry to LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.
2. Upon Departure of LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.

3. If the Key Card does not function properly (card reader light does not turn green and beep) after 2 attempts, Contractor will immediately report non-functioning Key Card to County's Project Monitor the following working day.

12.1.2 LHQ Driver's Daily Sign In/Out Sheet Procedure

1. Drivers will sign-in and out on the Driver's Daily Sign-In Sheet (Attachment II) upon entering and exiting LHQ, which will be provided by the County Library and located at the LHQ Shipping and Receiving area and placed in a designated area.

12.1.3 Library Facilities Sign In/Out Procedure

1. Drivers will utilize the Driver's Daily Tally Sheet (Attachment III) of the SOW to sign in and out at each library location as stated in Sub-Section 11.5.

13.0 DRIVER'S DAILY TALLY SHEETS

- 13.1 Contractor is responsible to ensure that the drivers accurately complete the Driver's Daily Tally Sheets (Attachment III) at each library location as stated in Sub-Section 11.5 and submits them to their supervisor at the end of each shift.
- 13.2 Contractor's Project Manager will review and submit the Driver's Daily Tally Sheet (Attachment III) to the County's Contract Project Monitor on a daily basis no later than 9:00 am.

14.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Contractor will ensure drivers will not violate local noise ordinances or noise reduction needs, such as but not limited to: loud music, conversing in a loud manner, revving of engines, etc.

15.0 GREEN INITIATIVES

- 15.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor will notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

ATTACHMENT I

LIBRARY LOCATIONS AND ROUTES

ROUTE 500 – NORTH
ROUTE 500 – SOUTH

ROUTE 500 – NORTH

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2a	500	South Regional Office	12350 Imperial Highway	Norwalk	90650
2b	501	Norwalk Library	12350 Imperial Highway	Norwalk	90650
3	508	La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638
4	514	South Whittier Library	11543 Colima Road	Whittier	90604
5	517	Hollydale Library	12000 South Garfield Avenue	South Gate	90280
6	519	Lynwood Library	11320 Bullis Road	Lynwood	90262
7	523	Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280
8	533	Florence Library	1610 East Florence Avenue	Los Angeles	90001
9	534	Graham Library	1900 East Firestone Blvd.	Los Angeles	90001
10	535	Willowbrook Library	11737 Wilmington Avenue	Los Angeles	90059
11	530	A C Bilbrew Library	150 East El Segundo Blvd.	Los Angeles	90061
12	500	South Regional Office	12350 Imperial Highway	Norwalk	90650
13	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ROUTE 500 – SOUTH

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2	500	South Regional Office	12350 Imperial Highway	Norwalk	90650
3	531	Compton Library	240 West Compton Blvd.	Compton	90220
4	532	East Rancho Dominguez Library	4420 East Rose Street	E. Rancho Dominguez	90221
5	511	Paramount Library	16254 Colorado Avenue	Paramount	90723
6	505	Clifton M. Brakensiek Library	9945 East Flower Street	Bellflower	90706
7	509	Angelo M. Iacoboni Library	4990 Clark Avenue	Lakewood	90712
8	515	George Nye, Jr. Library	6600 Del Amo Blvd.	Lakewood	90713
9	507	Hawaiian Gardens Library	11940 East Carson Street	Hawaiian Gardens	90716
10	503	Artesia Library	18801 Elaine Avenue	Artesia	90701
11	516	Alondra Library	11949 Alondra Blvd.	Norwalk	90650
12	500	South Regional Office	12350 Imperial Highway	Norwalk	90650
13	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT II

DRIVER'S DAILY SIGN-IN SHEET

ATTACHMENT III

DRIVER'S DAILY TALLY SHEETS

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 500 - NORTH

Date: _____

Driver's Name: _____

	LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
				DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
500	SOUTH REGIONAL OFFICE 12350 Imperial Highway							
501	NORWALK LIBRARY 12350 Imperial Highway							
508	LA MIRADA LIBRARY 13800 La Mirada Blvd.							
514	SOUTH WHITTIER LIBRARY 11543 Colima Road							
517	HOLLYDALE LIBRARY 12000 South Garfield Avenue							
519	LYNWOOD LIBRARY 11320 Bullis Road							
523	LELAND WEAVER LIBRARY 4035 Tweedy Blvd.							
533	FLORENCE LIBRARY 1610 East Florence Avenue							
534	GRAHAM LIBRARY 1900 East Firestone Blvd.							
535	WILLOWBROOK LIBRARY 11737 Wilmington Avenue							
530	A.C. BILBREW LIBRARY 150 East El Segundo Blvd.							
500	SOUTH REGIONAL OFFICE 12350 Imperial Highway							
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 500 - SOUTH

Date: _____

Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	# picked-up)	# delivered)
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
500 SOUTH REGIONAL OFFICE 12350 Imperial Highway							
531 COMPTON LIBRARY 240 West Compton Blvd.							
532 EAST RANCHO DOMINGUEZ LIBRARY 4420 East Rose Street							
511 PARAMOUNT LIBRARY 16254 Colorado Avenue							
505 C.M. BRAKENSIEK LIBRARY 9945 East Flower Street							
509 A.M. IACOBONI LIBRAR 4990 Clark Avenue							
515 GEORGE NYE JR. LIBRARY 6600 Del Amo Blvd.							
507 HAWAIIAN GARDENS LIBRARY 11940 East Carson Street							
503 ARTESIA LIBRARY 18801 Elaine Avenue							
516 ALONDRA LIBRARY 11949 Alondra Blvd.							
500 SOUTH REGIONAL OFFICE 12350 Imperial Highway							
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

STATEMENT OF WORK EXHIBITS

LA COUNTY LIBRARY

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith Contract Services Unit	Phone No.:	(562) 940 – 6919
		Fax No.:	(562) 803 – 0016

CONTRACT NO.	12345	CONTRACT TITLE:	TRANSPORTATION DELIVERY SERVICES – ROUTE _____
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TYPE OF DISCREPANCY:
_____DISCREPANCY DETAILS:CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Monitor within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 500-NORTH

UPON CONTRACTOR AWARD: \$ 7942.60 per month (use figures)
 SEVEN THOUSAND NINE HUNDRED FORTY TWO AND SIXTY CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 500-NORTH

UPON CONTRACTOR AWARD: \$ 95,311.20 per year (use figures)

Make up of staff assigned to service this Route 500-North :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage: _____
Number of Drivers:	<u>1</u>	Hourly Wage: <u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage: _____
Other: (_____):	_____	Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 500-SOUTH

UPON CONTRACTOR AWARD: \$ 7761.27 per month (use figures)
 SEVEN THOUSAND SEVEN HUNDRED SIXTY ONE AND TWENTY SEVEN CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 500-SOUTH

UPON CONTRACTOR AWARD: \$ 93,135.24 per year (use figures)

Make up of staff assigned to service this Route 500-South :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage: _____
Number of Drivers:	<u>1</u>	Hourly Wage: <u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage: _____
Other: (_____):	_____	Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PacTrack Inc.,
Contractor Name

1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026
Address

46-5706033
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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Nabeil Hazu CEO
Authorized Official's Printed Name and Title


Authorized Official's Signature

10-28-2018
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: To Be Determined
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: To Be Determined

COUNTY PROJECT MANAGER:

Name: Gilbert Garcia
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: : (562) 940-8485 Facsimile: (562) 803-1256
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Contract Staff
Title: -----
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-1256
E-Mail Address: ContractServices@library.lacounty.gov

Note: Specific Contract Project Monitor's information will be provided.

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PACTRACK INC

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: NABEIL HAZU

Name: NABEIL HAZU
Title: CEO
Address: 1610 BEVERLY BLVD UNIT 2
LOS ANGELES, CA 90026
Telephone: 949-241-4473
Facsimile: _____
E-Mail Address: NSHAZU@PACTRACK.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: RUDY FREGOSO
Title: OPERATIONS MANAGER
Address: 624 N ECKHOFF ST
ORANGE, CA 92868
Telephone: 714-888-1355
Facsimile: _____
E-Mail Address: RFREGOSO@PACTRACK.COM

Name: MIKE VEGA
Title: CHIEF OPERATIONS OFFICER
Address: 1610 BEVERLY BLVD UNIT 2
LOS ANGELES, CA 90026
Telephone: 213-201-5856
Facsimile: _____
E-Mail Address: MVEGA@PACTRACK.COM

Notices to Contractor shall be sent to the following:

Name: NABEIL HAZU
Title: CEO
Address: 1610 BEVERLY BLVD UNIT 2
LOS ANGELES, CA 90026
Telephone: 949-241-4473
Facsimile: _____
E-Mail Address: NSHAZU@PACTRACK.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME PacTrack Inc., Contract No. _____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: 

DATE: 10 / 31 / 18

PRINTED NAME: Nabeil Hazu

POSITION: CEO

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT I

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

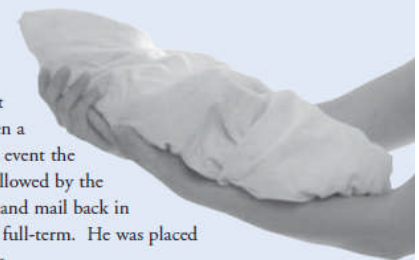


EXHIBIT I

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:**2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of

.16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM**2.201.060 - Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT K

LIVING WAGE RATE ANNUAL ADJUSTMENTS

EXHIBIT K

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the
Service, Building or Work Site
_____ day of _____, and ending the _____ day of
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature: Date:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

ROUTE COST

CONTRACT NO. _____
TRANSPORTATION DELIVERY SERVICES

ROUTE COST - 500

Library Facilities	Annual Amount	Monthly Amount
Route 500 - North	\$95,311.20	\$7,942.60
Route 500 - South	\$93,135.24	\$7,761.27
Total	\$188,446.44	\$15,703.87



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PACTRACK, INC.

FOR

TRANSPORTATION DELIVERY SERVICES

ROUTE 600

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- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

FACILITIES MAINTENANCE COST

- M Route Cost

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PACTRACK, INC.
FOR
TRANSPORTATION DELIVERY SERVICES
ROUTE 600**

This Contract ("Contract") made and entered into this ____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and PacTrack, Inc., hereinafter referred to as "Contractor". PacTrack, Inc., is located at 1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Delivery Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Delivery Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Transportation Delivery Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the

Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – (Intentionally Omitted)
- 1.3 Exhibit C – Contractor’s Proposed Schedule
- 1.4 Exhibit D – Contractor’s EEO Certification
- 1.5 Exhibit E – County’s Administration
- 1.6 Exhibit F – Contractor’s Administration
- 1.7 Exhibit G – Contractor’s Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H – Jury Service Ordinance
- 1.9 Exhibit I – Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 Exhibit J – Living Wage Ordinance
- 1.11 Exhibit K – Living Wage Rate Annual Adjustments
- 1.12 Exhibit L – Payroll Statement of Compliance

Facilities Maintenance Cost

- 1.13 Exhibit M – Route Cost

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Sub-section 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental

agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

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

2.1.1.13 **County Library:** LA County Library.

2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4 TERM OF CONTRACT

4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or **February 1, 2019**, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's

Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The maximum annual Contract Sum under the terms of this Contract shall be **\$203,957.42**, comprised of the Contractor's Fee of **\$185,415.84**, as specified in Exhibit C - Contractor's Proposed Schedules for Route 600, and an annual estimate for unanticipated work of **\$18,541.58**, as authorized in Section 9.0 - Unanticipated Work, of the Statement of Work.

5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration – Termination of Contract

5.4.1 The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it will immediately notify County and will immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not

constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit C (Contractor's Proposed Schedule) and Exhibit M (Route Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices will contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.3 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L – Payroll Statement of Compliance

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).
- 5.5.5 **County Approval of Invoices**
All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.6 **Local Small Business Enterprises – Prompt Payment Program**
Certified Local Small Business Enterprises (LSBEs) will receive

prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 **ADMINISTRATION OF CONTRACT – COUNTY**

6.1 **County Administration**

- 6.1.1 A listing of all County Administration referenced in the following subsections are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 **County Project Director**

- 6.2.1 The role of the County Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's

performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.3.1.3 Approving unanticipated work as provided herein.
- 6.3.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

- 7.1.1 A listing of all of Contractor's Administration referenced in the following sub-sections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager will have a minimum of three (3) years of documented experience in the transportation service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

7.3 Approval of Contractor's Staff

- 7.3.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.
 - 7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

- 7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
 - 7.4.1.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor staff must immediately comply with such

request.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor will 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.
- 7.6.2 The Contractor will 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 Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
- (a) County Librarian is expressly authorized to increase the Contractor's fee set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
 - (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an

existing facility.

- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 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 will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Library Locations and Routes). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit C (Contractor's Proposed Schedule) in the Contract, requires that proposals include a flat daily rate for each Route. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, 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 will be null and void. For purposes of this Sub-section 8.2 (assignment and Delegation/Mergers or Acquisitions), County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of

the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.

8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor will 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 Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor will indemnify, defend, and hold harmless the 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 Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

8.7 Compliance with Civil Rights Laws

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of

physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor will comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of

the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractor will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-Responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 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.
- 8.12.4.5 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

8.13 **Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

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

5246(b).

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

8.18.1 The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this Section as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of

either of them. In such case, Contractor will not be liable 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. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor

pursuant to this Contract.

- 8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates will be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements will be sent to:

LA County Library
 Contract Services Unit
 7400 E. Imperial Hwy., Room 221
 Downey, CA 90242

8.24.2.6 Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising

out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor will provide County with, or Contractor's insurance policies will contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage will be in excess of and not

contribute to any Contractor coverage.

8.24.8 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor will include all subcontractors as insureds under Contractor's own policies, or will provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and will require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor will obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing

firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Motor Truck Cargo Insurance** Contractor will also provide Motor Truck Cargo insurance for County property in Transit. Such insurance should be written on AAIS form IM-7450, IM-7451 and IM-7452 or their equivalent. It will be endorsed to name the County of Los Angeles as additional insured. It will provide deductibles no greater than \$5,000 and limits of \$180,000. Contractor may establish limits of different amounts only with County approval.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her 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. A description of 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 Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, 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 Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the 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 the County.

- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor will bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Librarian, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor will notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E

(County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Librarian, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

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

8.37 Publicity

8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the

Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then

the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this

Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

LA County Library
 Contract Services Coordinator, Room 221
 7400 East Imperial Highway, Downey, CA 90242

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract; or
- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Sub-section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-section 8.43 (Termination for Default) or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section

8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been

employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 The Contractor will notify its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when

the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the

Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor will submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor's employees during the reporting period. The certified monitoring reports will also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports will be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor will immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

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

9.1.7 **Enforcement and Remedies**

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to

being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor will assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor will immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

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

material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

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

9.1.11 **Employee Retention Rights**

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-

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

CONTRACTOR: PacTrack, Inc.
Name

By *Arvind Hanger*
Name

CEO
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Keever Rhodes Muir*
Keever Rhodes Muir
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B INTENTIONALLY OMITTED
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K LIVING WAGE RATE ANNUAL ADJUSTMENTS
- L PAYROLL STATEMENT OF COMPLIANCE
- M ROUTE COST – 600

EXIHIBIT A

STATEMENT OF WORK (SOW)

TRANSPORTATION DELIVERY SERVICES

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3.0 QUALITY CONTROL		1
4.0 QUALITY ASSURANCE PLAN		2
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ATTACHMENTS

- I. Library Locations and Routes
- II. Driver's Daily Sign-In Sheet
- III. Driver's Daily Tally Sheets

STATEMENT OF WORK EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor will provide transportation delivery services for LA County Library (County Library) facilities listed in Attachment I (Library Locations and Routes) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. Transportation delivery services include, but are not limited to: pick-up and delivery of boxes, bins, cases, correspondence, and other materials between sites and providing the necessary ongoing additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County's Contract Project Monitor.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed on Attachments I, and/or addition/deletion of library work days. County will notify Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Contractor will be compensated for the service of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis. County will determine the need for modification referenced herein. Upon Board delegation, County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County's Project Monitor for review. The plan will include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

3.3 Method of monitoring to ensure that the Contract requirements are being met.

4.0 **QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Sub-section 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 **Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

4.2 **Contract Discrepancy Report**

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

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

4.3 **County Observations**

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

5.0 **DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Sub-section 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Key Cards/Remote Controls

The County will provide two (2) sets of keys/key cards/remote controls for access, at no cost to Contractor, to all library facilities listed in Attachment I that need keys/key cards/remote controls for access. Contractor will acknowledge receipt of the keys/key cards/remote controls on a memorandum furnished by the County. All such keys/key cards/remote controls are property of the County and will be returned to the County Project Manager upon termination of the Contract. **At no time are the keys/key cards/remote controls to be duplicated by the Contractor.** Any lost keys/key cards/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a keys/key cards/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged keys/key cards/remote control is returned. The Contractor accepts full responsibility for all keys/key cards/remote controls issued.

6.2.2 Alarm Codes

Contractor will be issued intrusion alarm codes for library facilities. If it is determined that the Contractor's employee is responsible

for a false alarm or failure to activate the intrusion alarm, liquidated damages will be assessed. Contractor accepts full responsibility for the security of these alarm codes.

Instructions for the use of the intrusion alarms will be provided by the County.

6.3 Utilities

At no time are County telephones, computers or any County peripherals to be used for personal use.

6.4 County Orientation

County shall conduct an orientation to the successful Contractor prior to the effective date of this contract. County and Contractor will visit every library site to ensure the Contractor's understanding of work to be performed, including procedures for delivery, intrusion alarms and emergencies.

CONTRACTOR

6.5 Contractor's Project Manager

6.5.1 Contractor will provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor will provide a telephone number where the Contractor's Project Manager may be reached Monday through Thursday 7:00 a.m. – 6:00 p.m.

6.5.2 Contractor's Project Manager will act as a central point of contact with the County.

6.5.3 Contractor's Project Manager/alternate will have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

6.6 Personnel

6.6.1 Contractor will assign a sufficient number of qualified employees to perform the required work.

6.6.2 Contractor will assign one (1) supervisor exclusive to this Contract to monitor and inspect the employees and their performance.

- 6.6.3 Contractor will be required to background check their employees as set forth in Section 7.0 – Administration Of Contract, Sub-section 7.4 – Background and Security Investigations of the Contract and paragraph 6.6.6 of this Sub-section.
- 6.6.4 Contractor will ensure that only personnel assigned to the Contract are permitted in the library facilities at all times.
- 6.6.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Employees of the Contract.
- 6.6.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.6.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at library facilities listed in the contract.
- 6.6.8 Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.7 Driver's License

Drivers employed by the Contractor must hold a valid California Driver's license with proof of same, and provide the County with copy of driving record annually. Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof

during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.

6.8 Uniforms and Identification Badges

- 6.8.1 Contractor's employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.8.2 Contractor's employees will wear closed toe shoes at all times. Steel toe shoes are optional. Contractor will furnish and require every on-duty employee to wear a lift belt.
- 6.8.3 All Contractor's employees must wear safety and protective gear according to OSHA standards.
- 6.8.4 Contractor will ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification of the Contract. A visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when they are on County designated property.
- 6.8.5 Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges.

6.9 Equipment/Vehicles

- 6.9.1 Contractor is responsible for the purchase and maintenance of equipment such as dollies (hand trucks, etc.) and all vehicles to provide the needed services of the Contract.
- 6.9.2 Contractor's delivery vehicle(s) must not exceed the following parameters: weight: 8 tons, length: length 22', width 9', height: 10'8", size of lift gate 4' (length with gate open 26'). Delivery vehicle must be appropriate to transport the maximum number of boxes and weight, according to Section 9.0 - Specific Work Requirements.
- 6.9.3 Contractor is responsible for complying with all California State Vehicle Code regulations as they relate to the license, registration and operation of the vehicle for the purpose of this contract.
- 6.9.4 In the event that a vehicle breaks down during deliveries, it is the responsibility of the Contractor to provide another vehicle to

continue routes. Contractor must notify County's Contract Project Monitor by 7 a.m. the next business morning.

- 6.9.5 All vehicles must have the Contractor name clearly displayed on both sides of the vehicle.

6.10 Building Security

- 6.10.1 Contractor's employees must enter and leave through specified doors and must maintain a high level of security when entering and exiting the facility.
- 6.10.2 Contractor's employees are responsible for activating and deactivating the intrusion alarms when entering and exiting library facilities with alarm systems.
- 6.10.3 Contractor's employees are responsible to ensure all library facilities, that they service, are securely locked prior to leaving the facility.

6.11 Vehicle Code Violations

Contractor is responsible for payment of all CA Vehicle Code violations (tickets) incurred by the driver or the vehicle.

Contractor will be required to comply with the Motor Carrier of Property Permit Act, all applicable DMV, California Highway Patrol, State and Federal laws and regulations. Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where Contractor believes changes in code, laws, rules, and regulations are needed to affect desirable improvements, Contractor will so indicate. Such changes, if deemed appropriate, will be sought by County at its discretion.

6.12 Fuel Cost

Contractor is responsible for all increases in operating costs as a result in an increase in fuel costs through the term of this Contract.

6.13 Training

- 6.13.1 Contractor will provide training programs for all new employees and continuing in-service training for all employees.
- 6.13.2 Contractor will be responsible for ensuring that each Contractor's employee is familiar with the entire library facility that they will service.

- 6.13.3 All Contractor's employees will be trained in their assigned tasks and in the safe handling of vehicles
- 6.13.4 All company training records must include a course outline of subjects trained and a signature from the employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.14 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business.

6.14.1 Business Hours

Contractor's office will be staffed during the hours of 7:00 a.m. to 5:00 p.m. (PST), Monday through Thursday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.14.2 After-Hours

When the Contractor's office is closed, an answering service will be provided to receive calls. **If an answering service receives the call after business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.15 Contractor's Damage

- 6.15.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.15.2 Contractor is responsible to physically inspect the facilities and the surrounding areas and evaluate the extent to which the physical condition thereof will affect the transportation services to be provided. Contractor accepts the premises in their present condition, and agrees to make no demands upon County for any improvements or alternations thereof.
- 6.15.4 Contractor's staff must handle mail (e.g. boxes, packages, envelopes, etc.) with the utmost care to prevent damage shipments of materials and damage to shipment boxes.

6.16 Losses

In addition to other requirements specified herein, Contractor is responsible for any losses incurred by County Library as a result of any of the following:

1. Missing packages, boxes, etc.
2. Damaged shipments of materials.
3. Leaving any doors open and/or unlocked at any County Library site.
4. Losses/damage resulting from not setting intrusion alarm systems.
5. Damage to County Library property involved with deliveries and/or caused by driver(s).

6.17 Emergency Procedures

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc. on or involving County property, by calling the following:

1. During County business hours, the Contractor will call the County Project Manager.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

6.18 Use of County Seal or Letterhead

Contractor or its employees will not use or display the official seal, letterhead or name of the County of Los Angeles or LA County Library on any of its vehicles, letterheads, or communications with any agency or for any other cause.

7.0 HOURS/DAYS OF SERVICES

- 7.1 This service is to be provided after County Library hours, four days a week, Monday through Thursday. Service is not to begin prior to 5 p.m. unless prior authorization by the County. Service days exclude County holidays and at other such times as requested by the County, and in compliance with any County regulations and/or programs related to traffic and smog reduction. The Contractor will be informed of any such regulations prior to their implementation.
- 7.2 Contractor will provide adequate staffing to perform the required transportation deliver services during the prescribed days and hours per

week. Contractor is to provide County with a staffing plan of scheduled staff to provide transportation services for all library facilities. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.

- 7.3 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit for review and approval a work schedule for each route to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

- 9.1 County's Project Director, or his/her designee may authorize the Contractor to perform unanticipated work; extra pick-ups/deliveries, when the need for such work arises.
- 9.2 Contractor will prepare and submit a written description of the work with an estimate prior to performing any unanticipated work. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Project Director, or his/her, designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 Contractor will commence all unanticipated work on the established specified date/time. The Contractor will proceed diligently to complete said work within the time allotted.
- 9.4 County reserves the right to perform unanticipated work itself or assign the work to another Contractor.
- 9.5 County may require daytime delivery services based on the needs of County Library.

10.0 SAFETY

- 10.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards and keep a log indicating dates inspected and action taken.
- 10.2 It will be the Contractor's responsibility to report any condition(s) that renders any portion of the premises unsafe for delivery services, as well as any unsafe practices occurring thereon that requires major correction. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.
- 10.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

11.0 SPECIFIC WORK REQUIREMENTS

- 11.1 Contractor's employee (driver) will report to County Library Headquarters, Shipping and Receiving to pick-up and load boxes/blue bins, packages, and mail for their assigned route. Utilizing the pre-established routes, the driver will deliver and pick-up items accordingly then returning back to the County Library Headquarters as the final stop.
- 11.2 Packages and mail will be delivered and placed in library's designated red bin. Packages and mail picked up from the library will be placed in driver's red bin accordingly, and driver's red bin will be returned to County Library Headquarters at the final stop.
- 11.3 The scheduled routes must be completed on the same day regardless of staff or vehicle problems. Items picked up will be delivered to its destination within the route, unless the Delivery destination is a location that was already visited. These will be returned to County Library Headquarters.
- 11.4 Driver will stop at each County Library facility regardless of the need to deliver to ensure the pick-up of any outgoing item.

- 11.5 Driver will record arrival time, departure time, number of items picked up, delivered and left behind for each library location on the Driver's Daily Tally Sheet (Attachment III).
- 11.6 Contractor will maintain complete records of assignment of staff, routing schedules, mileage driven, and any deviations in standard routine.
- 11.7 Shipment from County Library Headquarters, per route, will consist of up to two hundred (200) boxes, with an average of one hundred (100) boxes. Any individual County Library location may have up to fifty (50) boxes, except for Regional Offices which may have up to one hundred (100) boxes for delivery.
- 11.8 Shipments will consist of, but not limited to, the following:
1. Jiffy Bags: Various Sizes: 3 pounds' maximum weight
 2. Standard Boxes: 9" x 12" x 18" average weight 30-50 pounds
 3. Blue Reusable Bins: 19.9" x 14.2" x 8.4" average weight 30-50 pounds
 4. Red Bins: One Red Bin (22L x 15W x 12H) will be placed in each vehicle with an accordion folder properly labeled for each library within that route
 5. Oversized Boxes: Various sizes, including copy paper weighing 45-50 pounds
 6. Envelopes: Envelopes placed in a Red Bin, must be treated with the upmost urgency

12.0 SIGN IN/OUT REQUIREMENTS

For security purposes, Contractor's employees/drivers are required to sign in/out each time upon entering/exiting County Library Headquarters (LHQ) and Library facilities. Contractor's employees/drivers must adhere to the following procedures:

12.1.1 LHQ Key Card Procedure

1. Upon entry to LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.
2. Upon Departure of LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.

3. If the Key Card does not function properly (card reader light does not turn green and beep) after 2 attempts, Contractor will immediately report non-functioning Key Card to County's Project Monitor the following working day.

12.1.2 LHQ Driver's Daily Sign In/Out Sheet Procedure

1. Drivers will sign-in and out on the Driver's Daily Sign-In Sheet (Attachment II) upon entering and exiting LHQ, which will be provided by the County Library and located at the LHQ Shipping and Receiving area and placed in a designated area.

12.1.3 Library Facilities Sign In/Out Procedure

1. Drivers will utilize the Driver's Daily Tally Sheet (Attachment III) of the SOW to sign in and out at each library location as stated in Sub-Section 11.5.

13.0 DRIVER'S DAILY TALLY SHEETS

- 13.1 Contractor is responsible to ensure that the drivers accurately complete the Driver's Daily Tally Sheets (Attachment III) at each library location as stated in Sub-Section 11.5 and submits them to their supervisor at the end of each shift.
- 13.2 Contractor's Project Manager will review and submit the Driver's Daily Tally Sheet (Attachment III) to the County's Contract Project Monitor on a daily basis no later than 9:00 am.

14.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Contractor will ensure drivers will not violate local noise ordinances or noise reduction needs, such as but not limited to: loud music, conversing in a loud manner, revving of engines, etc.

15.0 GREEN INITIATIVES

- 15.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor will notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

ATTACHMENT I

LIBRARY LOCATIONS AND ROUTES

ROUTE 600 – NORTH
ROUTE 600 – SOUTH

ATTACHMENT I

**LA COUNTY LIBRARY TRANSPORTATION DELIVERY SERVICE
LIBRARY LOCATIONS AND ROUTES**

ROUTE 600 – NORTH

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2a	600	Central Regional Office	1550 West Beverly Blvd	Montebello	90640
2b	601	Montebello Library	1550 West Beverly Blvd	Montebello	90640
3	624	Rosemead Library	8800 Valley Blvd.	Rosemead	91770
4	628	Temple City Library	5939 Golden West Avenue	Temple City	91780
5	625	San Gabriel Library	500 South Del Mar Avenue	San Gabriel	91776
6	610	City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063
7	604	Anthony Quinn Library	3965 Cesar E. Chavez Avenue	Los Angeles	90063
8a	605	East Los Angeles Library	4837 East Third Street	Los Angeles	90022
8b	920	East Los Angeles Library/Juvenile Hall	4837 East Third Street	Los Angeles	90022
9	609	El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023
10	635	Maywood Cesar Chavez Library	4323 East Slauson Avenue	Maywood	90270
11	600	Central Regional Office	1550 West Beverly Blvd	Montebello	90640
12	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT I

**LA COUNTY LIBRARY TRANSPORTATION DELIVERY SERVICE
LIBRARY LOCATIONS AND ROUTES**

ROUTE 600 – SOUTH

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2	600	Central Regional Office	1550 West Beverly Blvd.	Montebello	90640
3a	633	Huntington Park Library	6518 Miles Avenue	Huntington Park	90255
3b	085	Huntington Park Library / DISC	6518 Miles Avenue, 3rd Floor	Huntington Park	90255
4	630	Bell Library	4411 East Gage Avenue	Bell	90201
5	632	Cudahy Library	5218 Santa Ana Street	Cudahy	90201
6	631	Bell Gardens Library	7110 South Garfield Avenue	Bell Gardens	90201
7	637	Rivera Library	7828 South Serapis Avenue	Pico Rivera	90660
8	634	Los Nietos Library	8511 Duchess Drive	Whittier	90606
9	638	Sorensen Library	6934 Broadway Avenue	Whittier	90606
10	636	Pico Rivera Library	9001 Mines Avenue	Pico Rivera	90660
11	616	Chet Holifield Library	1060 South Greenwood Avenue	Montebello	90640
12	600	Central Regional Office	1550 West Beverly Blvd.	Montebello	90640
13	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT II

DRIVER'S DAILY SIGN-IN SHEET

ATTACHMENT III

DRIVER'S DAILY TALLY SHEETS

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 600 NORTH

Date: _____

Driver's Name: _____

	LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
				DELIVERED	PICKED UP	LEFT BEHIND	# picked-up)	# delivered)
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
600	CENTRAL REGIONAL OFFICE 1550 W. Beverly Blvd.							
601	MONTEBELLO LIBRARY 1550 W. Beverly Blvd.							
624	ROSEMEAD LIBRARY 8800 Valley Blvd.							
628	TEMPLE CITY LIBRARY 5939 Golden West Avenue							
625	SAN GABRIEL LIBRARY 500 South Del Mar Avenue							
610	CITY TERRACE LIBRARY 4025 East City Terrace Drive							
604	ANTHONY QUINN LIBRARY 3965 Cesar E. Chavez Avenue							
605/ 920	EAST LOS ANGELES LIBRARY 4837 East Third Street							
609	EL CAMINO REAL LIBRARY 4264 East Whittier Blvd.							
635	MAYWOOD LIBRARY 4323 East Slauson Avenue							
600	CENTRAL REGIONAL OFFICE 1550 West Beverly Blvd.							
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 600 - SOUTH

Date: _____

Driver's Name: _____

	LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
				DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
600	CENTRAL REGIONAL OFFICE 1550 W. Beverly Blvd.							
633/ 085	HUNTINGTON PARK LIBRARY 6518 Miles Avenue							
630	BELL LIBRARY 4411 East Gage Avenue							
632	CUDAHY LIBRARY / 632 5218 Santa Ana Street							
631	BELL GARDENS LIBRARY 7110 South Garfield Avenue							
637	RIVERA LIBRARY 7828 South Serapis Avenue							
634	LOS NIETOS LIBRARY 8511 Duchess Drive							
638	SORENSEN LIBRARY 6934 Broadway Avenue							
636	PICO RIVERA LIBRARY 9001 Mines Avenue							
616	CHET HOLIFIELD LIBRARY 1060 South Greenwood Avenue							
600	CENTRAL REGIONAL OFFICE 1550 West Beverly Blvd.							
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

STATEMENT OF WORK EXHIBITS

LA COUNTY LIBRARY

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith Contract Services Unit	Phone No.:	(562) 940 – 6919
		Fax No.:	(562) 803 – 0016

CONTRACT NO.	12345	CONTRACT TITLE:	TRANSPORTATION DELIVERY SERVICES – ROUTE _____
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TYPE OF DISCREPANCY:
_____DISCREPANCY DETAILS:CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Monitor within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 600-NORTH

UPON CONTRACTOR AWARD: \$ 7787.98 per month (use figures)
 SEVEN THOUSAND SEVEN HUNDRED EIGHTY SEVEN AND NINETY EIGHT CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 600-NORTH

UPON CONTRACTOR AWARD: \$ 93,455.76 per year (use figures)

Make up of staff assigned to service this Route 600-North :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage: _____
Number of Drivers:	<u>1</u>	Hourly Wage: <u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage: _____
Other: (_____):	_____	Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 600-SOUTH

UPON CONTRACTOR AWARD: \$ 7663.34 per month (use figures)
 SEVEN THOUSAND SIX HUNDRED SIXTY THREE AND THIRTY FOUR CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 600-SOUTH

UPON CONTRACTOR AWARD: \$ 91,960.08 per year (use figures)

Make up of staff assigned to service this Route 600-South :

FULL TIME EMPLOYEES:

Number of Supervisors: _____ Hourly Wage: _____

Number of Drivers: 1 Hourly Wage: \$15.79

Number of Dispatchers: _____ Hourly Wage: _____

Other: (_____): _____ Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PacTrack Inc.,
Contractor Name

1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026
Address

46-5706033
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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Nabeil Hazu CEO
Authorized Official's Printed Name and Title


Authorized Official's Signature

10-28-2018
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: To Be Determined
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: To Be Determined

COUNTY PROJECT MANAGER:

Name: Gilbert Garcia
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: : (562) 940-8485 Facsimile: (562) 803-1256
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Contract Staff
Title: -----
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-1256
E-Mail Address: ContractServices@library.lacounty.gov

Note: Specific Contract Project Monitor's information will be provided.

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PACTRACK INC

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: NABEIL HAZU

Name: NABEIL HAZU
Title: CEO
Address: 1610 BEVERLY BLVD UNIT 2
LOS ANGELES, CA 90026
Telephone: 949-241-4473
Facsimile: _____
E-Mail Address: NSHAZU@PACTRACK.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: RUDY FREGOSO
Title: OPERATIONS MANAGER
Address: 624 N ECKHOFF ST
ORANGE, CA 92868
Telephone: 714-888-1355
Facsimile: _____
E-Mail Address: RFREGOSO@PACTRACK.COM

Name: MIKE VEGA
Title: CHIEF OPERATIONS OFFICER
Address: 1610 BEVERLY BLVD UNIT 2
LOS ANGELES, CA 90026
Telephone: 213-201-5856
Facsimile: _____
E-Mail Address: MVEGA@PACTRACK.COM

Notices to Contractor shall be sent to the following:

Name: NABEIL HAZU
Title: CEO
Address: 1610 BEVERLY BLVD UNIT 2
LOS ANGELES, CA 90026
Telephone: 949-241-4473
Facsimile: _____
E-Mail Address: NSHAZU@PACTRACK.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME PacTrack Inc., Contract No. _____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: 

DATE: 10 / 31 / 18

PRINTED NAME: Nabeil Hazu

POSITION: CEO

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

EXHIBIT I

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



EXHIBIT I

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

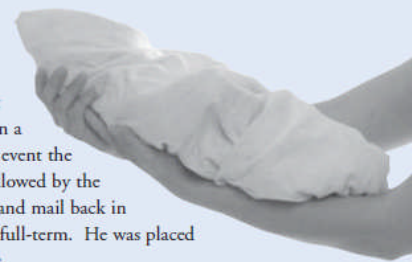
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:**2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. ¹⁶ It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of

¹⁶ --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM**2.201.060 - Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or

EXHIBIT J

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT K

LIVING WAGE RATE ANNUAL ADJUSTMENTS

EXHIBIT K

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the
Service, Building or Work Site
_____ day of _____, and ending the _____ day of
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature: Date:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

ROUTE COST

CONTRACT NO. _____
TRANSPORTATION DELIVERY SERVICES

ROUTE COST - 600

Library Facilities	Annual Amount	Monthly Amount
Route 600 - North	\$93,455.76	\$7,787.98
Route 600 - South	\$91,960.08	\$7,663.34
Total	\$185,415.84	\$15,451.32



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PACTRACK, INC.

FOR

TRANSPORTATION DELIVERY SERVICES

ROUTE 800

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PROP A – LIVING WAGE PROGRAM EXHIBITS

- J Living Wage Ordinance
- K Living Wage Rate Annual Adjustments
- L Payroll Statement of Compliance

FACILITIES MAINTENANCE COST

- M Route Cost

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PACTRACK, INC.
FOR
TRANSPORTATION DELIVERY SERVICES
ROUTE 800**

This Contract ("Contract") made and entered into this ____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and PacTrack, Inc., hereinafter referred to as "Contractor". PacTrack, Inc., is located at 1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Delivery Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Delivery Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Transportation Delivery Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the

Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A – Statement of Work
- 1.2 Exhibit B – (Intentionally Omitted)
- 1.3 Exhibit C – Contractor’s Proposed Schedule
- 1.4 Exhibit D – Contractor’s EEO Certification
- 1.5 Exhibit E – County’s Administration
- 1.6 Exhibit F – Contractor’s Administration
- 1.7 Exhibit G – Contractor’s Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H – Jury Service Ordinance
- 1.9 Exhibit I – Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 Exhibit J – Living Wage Ordinance
- 1.11 Exhibit K – Living Wage Rate Annual Adjustments
- 1.12 Exhibit L – Payroll Statement of Compliance

Facilities Maintenance Cost

- 1.13 Exhibit M – Route Cost

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Sub-section 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental

agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

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

2.1.1.13 **County Library:** LA County Library.

2.1.1.14 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the County.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4 TERM OF CONTRACT

4.1 The term of this Contract will be **four (4)** years commencing after execution by County's Board of Supervisors (Board) or **February 1, 2019**, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County Librarian or his/her designee, as authorized by the Board.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor will notify County Library when this Contract is within nine (9) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to County Library at the address herein provided in Exhibit E (County's

Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The maximum annual Contract Sum under the terms of this Contract shall be **\$216,896.33**, comprised of the Contractor's Fee of **\$197,178.48**, as specified in Exhibit C - Contractor's Proposed Schedules for Route 800, and an annual estimate for unanticipated work of **\$19,717.85**, as authorized in Section 9.0 - Unanticipated Work, of the Statement of Work.

5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County, and is contingent upon County Library's adopted budget and needs.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor will maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor will send written notification to the County Library at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration – Termination of Contract

5.4.1 The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it will immediately notify County and will immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not

constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor will prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit C (Contractor's Proposed Schedule) and Exhibit M (Route Cost), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices will contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.3 The Contractor will submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L – Payroll Statement of Compliance

- 5.5.4 All invoices under this Contract will be submitted to the County Library at the physical or electronic mail address of the County Contract Project Monitor herein provided in Exhibit E (County's Administration).
- 5.5.5 **County Approval of Invoices**
All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.6 **Local Small Business Enterprises – Prompt Payment Program**
Certified Local Small Business Enterprises (LSBEs) will receive

prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 **ADMINISTRATION OF CONTRACT – COUNTY**

6.1 **County Administration**

- 6.1.1 A listing of all County Administration referenced in the following subsections are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 **County Project Director**

- 6.2.1 The role of the County Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's

performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
 - 6.3.1.3 Approving unanticipated work as provided herein.
- 6.3.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

- 6.4.1 The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

- 7.1.1 A listing of all of Contractor's Administration referenced in the following sub-sections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.2.3 The Contractor's Project Manager will have a minimum of three (3) years of documented experience in the transportation service industry, including but, not limited to, the overseeing of the day-to-day operations in the delivery of services, quality control, and customer relations.

7.3 Approval of Contractor's Staff

- 7.3.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.
- 7.3.2 The County reserves the right to remove any Contractor staff, for any reason, from performing services under this or any other Contract held by and between Contractor and County Library, at any time during the term of this Contract.
 - 7.3.2.1 Contractor staff removed pursuant to this Sub-section 7.3 (Approval of Contractor's Staff) will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Contractor's Staff Identification

- 7.4.1 The Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
 - 7.4.1.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor staff must immediately comply with such

request.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor will 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.
- 7.6.2 The Contractor will 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 Sub-section 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

- 7.6.3 The Contractor will inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor will sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract will be prepared and executed by the Contractor and by the Board, for the exceptions of the following:
 - (a) County Librarian is expressly authorized to increase the Contractor's fee set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the current annual contract sum per amendment, due to changes to the number of facilities or days of services pursuant to paragraph 8.1.4.
 - (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an

existing facility.

- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed ten percent (10%) of the annual contractor's fee.

Any such changes will be in writing and signed by the Contractor and by the County Librarian, or his/her designee.

- 8.1.2 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 will be prepared and executed by the Contractor and by the County Librarian, or his/her designee.
- 8.1.3 The County Librarian, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract will be prepared and executed by the Contractor and by County Librarian, or his/her designee or the Board.
- 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work), Attachment I (Library Locations and Routes). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit C (Contractor's Proposed Schedule) in the Contract, requires that proposals include a flat daily rate for each Route. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor will notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor will not assign its rights or delegate its duties under this Contract, 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 will be null and void. For purposes of this Sub-section 8.2 (assignment and Delegation/Mergers or Acquisitions), County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of

the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor will continue to provide all of the services set forth in this Contract.

8.5 Complaints

- 8.5.1 The Contractor will develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor will provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor will make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor will submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor will preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses will be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor will 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 Contract are hereby incorporated herein by reference.

8.6.2 The Contractor will indemnify, defend, and hold harmless the 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 Sub-section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of

physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor will comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor will have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of

the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Section. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor will immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor will immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor will comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractor will report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees will be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-Responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 8.12.4.3 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 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.
- 8.12.4.5 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

8.13 **Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

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

5246(b).

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor will obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor will retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor will indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

8.18.1 The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in this Section as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of

either of them. In such case, Contractor will not be liable 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. As used in this Sub-section 8.20 (Force Majeure), the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party will not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor

pursuant to this Contract.

- 8.22.4 The Contractor will adhere to the provisions stated in Sub-section 7.6 (Confidentiality).

8.23 Indemnification

- 8.23.1 The Contractor will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor will provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-sections 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, will be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates will be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates will identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate will match the name of the Contractor identified as the contracting party in this Contract. Certificates will provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements will be sent to:

LA County Library
 Contract Services Unit
 7400 E. Imperial Hwy., Room 221
 Downey, CA 90242

8.24.2.6 Contractor also will promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also will promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) will be provided additional insured status under Contractor's General Liability policy with respect to liability arising

out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also will apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor will provide County with, or Contractor's insurance policies will contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage will be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Will Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, will be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage will be in excess of and not

contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor will require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor will include all subcontractors as insureds under Contractor's own policies, or will provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and will require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor will obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond will be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies will provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents will be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing

firm or a professional employer organization (PEO), coverage also will include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form will be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also will be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Motor Truck Cargo Insurance** Contractor will also provide Motor Truck Cargo insurance for County property in Transit. Such insurance should be written on AAIS form IM-7450, IM-7451 and IM-7452 or their equivalent. It will be endorsed to name the County of Los Angeles as additional insured. It will provide deductibles no greater than \$5,000 and limits of \$180,000. Contractor may establish limits of different amounts only with County approval.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her 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. A description of 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 Librarian, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, 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 Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is two hundred dollars (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the 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 the County.

- 8.26.3 The action noted in paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor will certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-

discrimination laws and regulations. Such action will include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor will bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Librarian, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor will notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract will be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E

(County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Librarian, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

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

8.37 Publicity

8.37.1 The Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the

Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- 8.37.1.1 The Contractor will develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor will maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor will also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material will be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then

the Contractor will file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this

Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information will be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor will provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor will indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Librarian or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor will forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor will obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor will ensure delivery of all such documents to:

LA County Library
 Contract Services Coordinator, Room 221
 7400 East Imperial Highway, Downey, CA 90242

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor will:
- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as will not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1 Contractor has materially breached this Contract; or
- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Sub-section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-section 8.43 (Termination for Default) or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor will immediately report any attempt by a County officer or employee to solicit such improper consideration. The report will be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
- 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section

8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 (Waiver) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been

employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 The Contractor will notify its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Subcontractors will keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this Sub-section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor will pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program will be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

9.1.2.3 If the Contractor is required to pay a living wage when

the Contract commences, the Contractor will continue to pay a living wage for the entire term of the Contract, including any option period.

- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor will immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the

Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor will submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor's employees during the reporting period. The certified monitoring reports will also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports will be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor will immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County will have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to

being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor will assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor will immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

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

material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

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

9.1.11 **Employee Retention Rights**

1. The Contractor will offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 **Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-

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

CONTRACTOR: PacTrack, Inc.
Name

By *Adrian Hago*
Name

CEO
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Keever Rhodes Muir*
Keever Rhodes Muir
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B INTENTIONALLY OMITTED
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K LIVING WAGE RATE ANNUAL ADJUSTMENTS
- L PAYROLL STATEMENT OF COMPLIANCE
- M ROUTE COST – 800

EXIHIBIT A

STATEMENT OF WORK (SOW)

TRANSPORTATION DELIVERY SERVICES

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2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS		1
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4.0 QUALITY ASSURANCE PLAN		2
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ATTACHMENTS

- I. Library Locations and Routes
- II. Driver's Daily Sign-In Sheet
- III. Driver's Daily Tally Sheets

STATEMENT OF WORK EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor will provide transportation delivery services for LA County Library (County Library) facilities listed in Attachment I (Library Locations and Routes) of the SOW, by providing all labor, supervision, equipment, materials and supplies necessary for the Contractor's performance under this Contract. Transportation delivery services include, but are not limited to: pick-up and delivery of boxes, bins, cases, correspondence, and other materials between sites and providing the necessary ongoing additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9.0 (Unanticipated Work) of the SOW, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County's Contract Project Monitor.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed on Attachments I, and/or addition/deletion of library work days. County will notify Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Contractor will be compensated for the service of additional library facilities designated after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustment will be made to reflect such modification in services on a pro-rata basis. County will determine the need for modification referenced herein. Upon Board delegation, County Librarian or his/her designee will have authority to sign the amendment for the County. All standard terms and conditions in the current Contract will extend to any library facility added in the amendment.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County's Project Monitor for review. The plan will include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

3.3 Method of monitoring to ensure that the Contract requirements are being met.

4.0 **QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8 (Standard Terms and Conditions), Sub-section 8.15 (County's Quality Assurance Plan) of the Contract.

4.1 **Meetings**

Contractor is required to attend a scheduled monthly meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day.

4.2 **Contract Discrepancy Report**

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

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see Exhibit 1 (Contract Discrepancy Report) of the SOW Exhibits). Upon receipt of this document, Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

4.3 **County Observations**

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

5.0 **DEFINITIONS**

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

6.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract in accordance with Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Section 8 (Standard Terms and Conditions), Sub-section 8.1 (Amendments) of the Contract.

6.2 Furnished Items

6.2.1 Keys/Key Cards/Remote Controls

The County will provide two (2) sets of keys/key cards/remote controls for access, at no cost to Contractor, to all library facilities listed in Attachment I that need keys/key cards/remote controls for access. Contractor will acknowledge receipt of the keys/key cards/remote controls on a memorandum furnished by the County. All such keys/key cards/remote controls are property of the County and will be returned to the County Project Manager upon termination of the Contract. **At no time are the keys/key cards/remote controls to be duplicated by the Contractor.** Any lost keys/key cards/remote controls will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a keys/key cards/remote control is bent/broken/damaged in any way, a new one will be re-issued and receipt acknowledged once the damaged keys/key cards/remote control is returned. The Contractor accepts full responsibility for all keys/key cards/remote controls issued.

6.2.2 Alarm Codes

Contractor will be issued intrusion alarm codes for library facilities. If it is determined that the Contractor's employee is responsible

for a false alarm or failure to activate the intrusion alarm, liquidated damages will be assessed. Contractor accepts full responsibility for the security of these alarm codes.

Instructions for the use of the intrusion alarms will be provided by the County.

6.3 Utilities

At no time are County telephones, computers or any County peripherals to be used for personal use.

6.4 County Orientation

County shall conduct an orientation to the successful Contractor prior to the effective date of this contract. County and Contractor will visit every library site to ensure the Contractor's understanding of work to be performed, including procedures for delivery, intrusion alarms and emergencies.

CONTRACTOR

6.5 Contractor's Project Manager

6.5.1 Contractor will provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor will provide a telephone number where the Contractor's Project Manager may be reached Monday through Thursday 7:00 a.m. – 6:00 p.m.

6.5.2 Contractor's Project Manager will act as a central point of contact with the County.

6.5.3 Contractor's Project Manager/alternate will have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

6.6 Personnel

6.6.1 Contractor will assign a sufficient number of qualified employees to perform the required work.

6.6.2 Contractor will assign one (1) supervisor exclusive to this Contract to monitor and inspect the employees and their performance.

- 6.6.3 Contractor will be required to background check their employees as set forth in Section 7.0 – Administration Of Contract, Sub-section 7.4 – Background and Security Investigations of the Contract and paragraph 6.6.6 of this Sub-section.
- 6.6.4 Contractor will ensure that only personnel assigned to the Contract are permitted in the library facilities at all times.
- 6.6.5 County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's employees as set forth in Sub-section 7.2 – Approval of Contractor's Employees of the Contract.
- 6.6.6 No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- 6.6.7 Contractor cannot assign employees under the age of eighteen (18) to perform work at library facilities listed in the contract.
- 6.6.8 Contractor's employees will be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

6.7 Driver's License

Drivers employed by the Contractor must hold a valid California Driver's license with proof of same, and provide the County with copy of driving record annually. Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof

during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.

6.8 Uniforms and Identification Badges

- 6.8.1 Contractor's employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 6.8.2 Contractor's employees will wear closed toe shoes at all times. Steel toe shoes are optional. Contractor will furnish and require every on-duty employee to wear a lift belt.
- 6.8.3 All Contractor's employees must wear safety and protective gear according to OSHA standards.
- 6.8.4 Contractor will ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification of the Contract. A visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when they are on County designated property.
- 6.8.5 Contractor may be assessed liquidated damages for failure to comply with Uniform and Identification Badges.

6.9 Equipment/Vehicles

- 6.9.1 Contractor is responsible for the purchase and maintenance of equipment such as dollies (hand trucks, etc.) and all vehicles to provide the needed services of the Contract.
- 6.9.2 Contractor's delivery vehicle(s) must not exceed the following parameters: weight: 8 tons, length: length 22', width 9', height: 10'8", size of lift gate 4' (length with gate open 26'). Delivery vehicle must be appropriate to transport the maximum number of boxes and weight, according to Section 9.0 - Specific Work Requirements.
- 6.9.3 Contractor is responsible for complying with all California State Vehicle Code regulations as they relate to the license, registration and operation of the vehicle for the purpose of this contract.
- 6.9.4 In the event that a vehicle breaks down during deliveries, it is the responsibility of the Contractor to provide another vehicle to

continue routes. Contractor must notify County's Contract Project Monitor by 7 a.m. the next business morning.

- 6.9.5 All vehicles must have the Contractor name clearly displayed on both sides of the vehicle.

6.10 Building Security

6.10.1 Contractor's employees must enter and leave through specified doors and must maintain a high level of security when entering and exiting the facility.

6.10.2 Contractor's employees are responsible for activating and deactivating the intrusion alarms when entering and exiting library facilities with alarm systems.

6.10.3 Contractor's employees are responsible to ensure all library facilities, that they service, are securely locked prior to leaving the facility.

6.11 Vehicle Code Violations

Contractor is responsible for payment of all CA Vehicle Code violations (tickets) incurred by the driver or the vehicle.

Contractor will be required to comply with the Motor Carrier of Property Permit Act, all applicable DMV, California Highway Patrol, State and Federal laws and regulations. Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where Contractor believes changes in code, laws, rules, and regulations are needed to affect desirable improvements, Contractor will so indicate. Such changes, if deemed appropriate, will be sought by County at its discretion.

6.12 Fuel Cost

Contractor is responsible for all increases in operating costs as a result in an increase in fuel costs through the term of this Contract.

6.13 Training

6.13.1 Contractor will provide training programs for all new employees and continuing in-service training for all employees.

6.13.2 Contractor will be responsible for ensuring that each Contractor's employee is familiar with the entire library facility that they will service.

- 6.13.3 All Contractor's employees will be trained in their assigned tasks and in the safe handling of vehicles
- 6.13.4 All company training records must include a course outline of subjects trained and a signature from the employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.14 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business.

6.14.1 Business Hours

Contractor's office will be staffed during the hours of 7:00 a.m. to 5:00 p.m. (PST), Monday through Thursday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.14.2 After-Hours

When the Contractor's office is closed, an answering service will be provided to receive calls. **If an answering service receives the call after business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.**

6.15 Contractor's Damage

- 6.15.1 All damages incurred to existing library facilities by the Contractor's operation will be repaired or replaced at the Contractor's expense.
- 6.15.2 Contractor is responsible to physically inspect the facilities and the surrounding areas and evaluate the extent to which the physical condition thereof will affect the transportation services to be provided. Contractor accepts the premises in their present condition, and agrees to make no demands upon County for any improvements or alternations thereof.
- 6.15.4 Contractor's staff must handle mail (e.g. boxes, packages, envelopes, etc.) with the utmost care to prevent damage shipments of materials and damage to shipment boxes.

6.16 Losses

In addition to other requirements specified herein, Contractor is responsible for any losses incurred by County Library as a result of any of the following:

1. Missing packages, boxes, etc.
2. Damaged shipments of materials.
3. Leaving any doors open and/or unlocked at any County Library site.
4. Losses/damage resulting from not setting intrusion alarm systems.
5. Damage to County Library property involved with deliveries and/or caused by driver(s).

6.17 Emergency Procedures

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc. on or involving County property, by calling the following:

1. During County business hours, the Contractor will call the County Project Manager.
2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281**, 24/7/365 days a year.

6.18 Use of County Seal or Letterhead

Contractor or its employees will not use or display the official seal, letterhead or name of the County of Los Angeles or LA County Library on any of its vehicles, letterheads, or communications with any agency or for any other cause.

7.0 HOURS/DAYS OF SERVICES

- 7.1 This service is to be provided after County Library hours, four days a week, Monday through Thursday. Service is not to begin prior to 5 p.m. unless prior authorization by the County. Service days exclude County holidays and at other such times as requested by the County, and in compliance with any County regulations and/or programs related to traffic and smog reduction. The Contractor will be informed of any such regulations prior to their implementation.
- 7.2 Contractor will provide adequate staffing to perform the required transportation deliver services during the prescribed days and hours per

week. Contractor is to provide County with a staffing plan of scheduled staff to provide transportation services for all library facilities. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.

- 7.3 Contractor is not required to work on County-recognized holidays. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit for review and approval a work schedule for each route to the County within ten (10) business days prior to the start of the Contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within five (5) business days prior to scheduled time for work.

9.0 UNANTICIPATED WORK

- 9.1 County's Project Director, or his/her designee may authorize the Contractor to perform unanticipated work; extra pick-ups/deliveries, when the need for such work arises.
- 9.2 Contractor will prepare and submit a written description of the work with an estimate prior to performing any unanticipated work. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Project Director, or his/her, designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- 9.3 Contractor will commence all unanticipated work on the established specified date/time. The Contractor will proceed diligently to complete said work within the time allotted.
- 9.4 County reserves the right to perform unanticipated work itself or assign the work to another Contractor.
- 9.5 County may require daytime delivery services based on the needs of County Library.

10.0 SAFETY

- 10.1 Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards and keep a log indicating dates inspected and action taken.
- 10.2 It will be the Contractor's responsibility to report any condition(s) that renders any portion of the premises unsafe for delivery services, as well as any unsafe practices occurring thereon that requires major correction. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.
- 10.3 Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

11.0 SPECIFIC WORK REQUIREMENTS

- 11.1 Contractor's employee (driver) will report to County Library Headquarters, Shipping and Receiving to pick-up and load boxes/blue bins, packages, and mail for their assigned route. Utilizing the pre-established routes, the driver will deliver and pick-up items accordingly then returning back to the County Library Headquarters as the final stop.
- 11.2 Packages and mail will be delivered and placed in library's designated red bin. Packages and mail picked up from the library will be placed in driver's red bin accordingly, and driver's red bin will be returned to County Library Headquarters at the final stop.
- 11.3 The scheduled routes must be completed on the same day regardless of staff or vehicle problems. Items picked up will be delivered to its destination within the route, unless the Delivery destination is a location that was already visited. These will be returned to County Library Headquarters.
- 11.4 Driver will stop at each County Library facility regardless of the need to deliver to ensure the pick-up of any outgoing item.

- 11.5 Driver will record arrival time, departure time, number of items picked up, delivered and left behind for each library location on the Driver's Daily Tally Sheet (Attachment III).
- 11.6 Contractor will maintain complete records of assignment of staff, routing schedules, mileage driven, and any deviations in standard routine.
- 11.7 Shipment from County Library Headquarters, per route, will consist of up to two hundred (200) boxes, with an average of one hundred (100) boxes. Any individual County Library location may have up to fifty (50) boxes, except for Regional Offices which may have up to one hundred (100) boxes for delivery.
- 11.8 Shipments will consist of, but not limited to, the following:
1. Jiffy Bags: Various Sizes: 3 pounds' maximum weight
 2. Standard Boxes: 9" x 12" x 18" average weight 30-50 pounds
 3. Blue Reusable Bins: 19.9" x 14.2" x 8.4" average weight 30-50 pounds
 4. Red Bins: One Red Bin (22L x 15W x 12H) will be placed in each vehicle with an accordion folder properly labeled for each library within that route
 5. Oversized Boxes: Various sizes, including copy paper weighing 45-50 pounds
 6. Envelopes: Envelopes placed in a Red Bin, must be treated with the upmost urgency

12.0 SIGN IN/OUT REQUIREMENTS

For security purposes, Contractor's employees/drivers are required to sign in/out each time upon entering/exiting County Library Headquarters (LHQ) and Library facilities. Contractor's employees/drivers must adhere to the following procedures:

12.1.1 LHQ Key Card Procedure

1. Upon entry to LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.
2. Upon Departure of LHQ, driver must tap/swipe assigned Key Card on the card reader located at the entrance of the Shipping and Receiving area.

3. If the Key Card does not function properly (card reader light does not turn green and beep) after 2 attempts, Contractor will immediately report non-functioning Key Card to County's Project Monitor the following working day.

12.1.2 LHQ Driver's Daily Sign In/Out Sheet Procedure

1. Drivers will sign-in and out on the Driver's Daily Sign-In Sheet (Attachment II) upon entering and exiting LHQ, which will be provided by the County Library and located at the LHQ Shipping and Receiving area and placed in a designated area.

12.1.3 Library Facilities Sign In/Out Procedure

1. Drivers will utilize the Driver's Daily Tally Sheet (Attachment III) of the SOW to sign in and out at each library location as stated in Sub-Section 11.5.

13.0 DRIVER'S DAILY TALLY SHEETS

- 13.1 Contractor is responsible to ensure that the drivers accurately complete the Driver's Daily Tally Sheets (Attachment III) at each library location as stated in Sub-Section 11.5 and submits them to their supervisor at the end of each shift.
- 13.2 Contractor's Project Manager will review and submit the Driver's Daily Tally Sheet (Attachment III) to the County's Contract Project Monitor on a daily basis no later than 9:00 am.

14.0 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Contractor will ensure drivers will not violate local noise ordinances or noise reduction needs, such as but not limited to: loud music, conversing in a loud manner, revving of engines, etc.

15.0 GREEN INITIATIVES

- 15.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor will notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

ATTACHMENT I

LIBRARY LOCATIONS AND ROUTES

ROUTE 800 – NORTH
ROUTE 800 – SOUTH

ATTACHMENT I

**LA COUNTY LIBRARY TRANSPORTATION DELIVERY SERVICE
LIBRARY LOCATIONS AND ROUTES**

ROUTE 800 – NORTH

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2	800	East Regional Office	1601 West Covina Parkway	West Covina	91790
3	803	Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706
4	832	Norwood Library	4550 North Peck Road	El Monte	91732
5	831	Live Oak Library	4153-55 East Live Oak Avenue	Arcadia	91006
6	805	Duarte Library	1301 Buena Vista Street	Duarte	91010
7	812	Charter Oak Library	20540 "K" Arrow Highway	Covina	91724
8	808	San Dimas Library	145 North Walnut Avenue	San Dimas	91773
9	807	La Verne Library	3640 D Street	La Verne	91750
10	804	Claremont Library	208 North Harvard Avenue	Claremont	91711
11	800	East Regional Office	1601 West Covina Parkway	West Covina	91790
12	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT I

**LA COUNTY LIBRARY TRANSPORTATION DELIVERY SERVICE
LIBRARY LOCATIONS AND ROUTES**

ROUTE 800 – SOUTH

	Cost Code	Library Name	Street Address	City	Zip.
1	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242
2a	800	East County Regional Office	1601 West Covina Parkway	West Covina	91790
2b	801	West Covina Library	1601 West Covina Parkway	West Covina	91790
3	810	Sunkist Library	840 North Puente Avenue	La Puente	91746
4	830	El Monte Library	3224 Tyler Avenue	El Monte	91731
5	833	South El Monte Library	1430 North Central Avenue	South El Monte	91733
6	806	La Puente Library	15920 East Central Avenue	La Puente	91744
7	815	Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
8	817	Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
9	816	Diamond Bar Library	21800 Copley Drive	Diamond Bar	91765
10	809	Walnut Library	21155 La Puente Road	Walnut	91789
11	800	East Regional Office	1601 West Covina Parkway	West Covina	91790
12	LHQ	LA County Library Headquarters	7400 East Imperial Highway	Downey	90242

ATTACHMENT II

DRIVER'S DAILY SIGN-IN SHEET

ATTACHMENT III

DRIVER'S DAILY TALLY SHEETS

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 800 - NORTH

Date: _____

Driver's Name: _____

	LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
				DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
800	EAST REGIONAL OFFICE 1601 West Covina Parkway							
803	BALDWIN PARK LIBRARY 4181 Baldwin Park Blvd.							
832	NORWOOD LIBRARY 4550 North Peck Road							
831	LIVE OAK LIBRARY 4153-55 East Live Oak Avenue							
805	DUARTE LIBRARY 1301 Buena Vista Street							
812	CHARTER OAK LIBRARY 20540 "K" Arrow Highway							
808	SAN DIMAS LIBRARY 145 North Walnut Avenue							
807	LA VERNE LIBRARY 3640 D Street							
804	CLAREMONT LIBRARY 208 North Harvard Avenue							
800	EAST REGIONAL OFFICE 1601 West Covina Parkway							
LHQ	LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

**LA COUNTY LIBRARY
TRANSPORTATION DELIVERY SERVICES
DRIVER'S DAILY TALLY SHEET**

ROUTE 800 - SOUTH

Date: _____

Driver's Name: _____

LIBRARY & ADDRESS	TIME IN	TIME OUT	NUMBER OR BOXES			Misc. (# of small items e.g., jiffy bags, blueprints, etc.)	
			DELIVERED	PICKED UP	LEFT BEHIND	(# picked-up)	(# delivered)
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							
800 EAST REGIONAL OFFICE 1601 West Covina Parkway							
801 WEST COVINA LIBRARY 1601 West Covina Parkway							
810 SUNKIST LIBRARY 840 North Puente Avenue							
830 EL MONTE LIBRARY 3224 Tyler Avenue							
833 SOUTH EL MONTE LIBRARY 1430 North Central Avenue							
806 LA PUENTE LIBRARY 15920 East Central Avenue							
815 HACIENDA HEIGHTS LIBRARY 16010 La Monde Street							
817 ROWLAND HEIGHTS LIBRARY 1850 Nogales Street							
816 DIAMOND BAR LIBRARY 21800 Copley Drive							
809 WALNUT LIBRARY 21155 La Puente Road							
800 EAST REGIONAL OFFICE 1601 West Covina Parkway							
LHQ LA COUNTY LIBRARY HEADQUARTERS 7400 East Imperial Highway							

FOR COUNTY USE ONLY

ACTUAL NUMBER OF BOXES PICKED UP: _____

TOTAL HOURS WORKED: _____

Shipments per route will consist of:

Library Headquarters:

Region:

Libraries:

Up to 200 Boxes

Up to 100 Boxes

Up to 50 Boxes

STATEMENT OF WORK EXHIBITS

LA COUNTY LIBRARY

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
DoeRayMe Building Services, Inc.,

FROM:	Jane Smith Contract Services Unit	Phone No.:	(562) 940 – 6919
		Fax No.:	(562) 803 – 0016

CONTRACT NO.	12345	CONTRACT TITLE:	TRANSPORTATION DELIVERY SERVICES – ROUTE _____
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TYPE OF DISCREPANCY:
_____DISCREPANCY DETAILS:CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Monitor within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 800-NORTH

UPON CONTRACTOR AWARD: \$ 8257.46 per month (use figures)
 EIGHT THOUSAND TWO HUNDRED FIFTY SEVEN AND FORTY SIX CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 800-NORTH

UPON CONTRACTOR AWARD: \$ 99,089.52 per year (use figures)

Make up of staff assigned to service this Route 800-North :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage: _____
Number of Drivers:	<u>1</u>	Hourly Wage: <u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage: _____
Other: (_____):	_____	Hourly Wage: _____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: 

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for Transportation Delivery Services at LA County Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence LA County Library services on 15 days notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY CONTRACTOR FEE FOR ROUTE 800-SOUTH

UPON CONTRACTOR AWARD: \$ 8174.08 per month (use figures)
 EIGHT THOUSAND ONE HUNDRED SEVENTY FOUR AND EIGHT CENTS

ANNUAL CONTRACTOR FEE FOR ROUTE: 800-SOUTH

UPON CONTRACTOR AWARD: \$ 98088.96 per year (use figures)

Make up of staff assigned to service this Route 800-South :

FULL TIME EMPLOYEES:

Number of Supervisors:	_____	Hourly Wage:	_____
Number of Drivers:	<u>1</u>	Hourly Wage:	<u>\$15.79</u>
Number of Dispatchers:	_____	Hourly Wage:	_____
Other: (_____):	_____	Hourly Wage:	_____

SPECIAL PICK-UP/DELIVERY RATE: \$ 75 per hour starting at the first library facility.

ADDITIONAL PICK-UP RATE: \$ 2 per box.

Respectfully submitted,

By: *Natalie Hager*

CEO
Title

9-13-18
Date

PacTrack
Firm or Corporate Name

List name(s) of all joint venturers, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PacTrack Inc.,
Contractor Name

1610 Beverly Blvd., Unit 2, Los Angeles, CA 90026
Address

46-5706033
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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Nabeil Hazu CEO
Authorized Official's Printed Name and Title


Authorized Official's Signature

10-28-2018
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: To Be Determined
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: (562) 940-8450 Facsimile: (562) 803-0330
E-Mail Address: To Be Determined

COUNTY PROJECT MANAGER:

Name: Gilbert Garcia
Title: Contracts Services Coordinator
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: : (562) 940-8485 Facsimile: (562) 803-1256
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Name: Contract Staff
Title: -----
Address: 7400 E. Imperial Hwy., Room 221
Downey, CA 90242
Telephone: (562) 940-8485 Facsimile: (562) 803-1256
E-Mail Address: ContractServices@library.lacounty.gov

Note: Specific Contract Project Monitor's information will be provided.

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: PACTRACK INC

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: NABEIL HAZU

Name: NABEIL HAZU

Title: CEO

Address: 1610 BEVERLY BLVD UNIT 2

LOS ANGELES, CA 90026

Telephone: 949-241-4473

Facsimile: _____

E-Mail Address: NSHAZU@PACTRACK.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: RUDY FREGOSO

Title: OPERATIONS MANAGER

Address: 624 N ECKHOFF ST

ORANGE, CA 92868

Telephone: 714-888-1355

Facsimile: _____

E-Mail Address: RFREGOSO@PACTRACK.COM

Name: MIKE VEGA

Title: CHIEF OPERATIONS OFFICER

Address: 1610 BEVERLY BLVD UNIT 2

LOS ANGELES, CA 90026

Telephone: 213-201-5856

Facsimile: _____

E-Mail Address: MVEGA@PACTRACK.COM

Notices to Contractor shall be sent to the following:

Name: NABEIL HAZU

Title: CEO

Address: 1610 BEVERLY BLVD UNIT 2

LOS ANGELES, CA 90026

Telephone: 949-241-4473

Facsimile: _____

E-Mail Address: NSHAZU@PACTRACK.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME PacTrack Inc., Contract No. _____

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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff 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. Contractor understands and agrees that Contractor's Staff 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.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: 

DATE: 10 / 31 / 18

PRINTED NAME: Nabeil Hazu

POSITION: CEO

EXHIBIT H

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

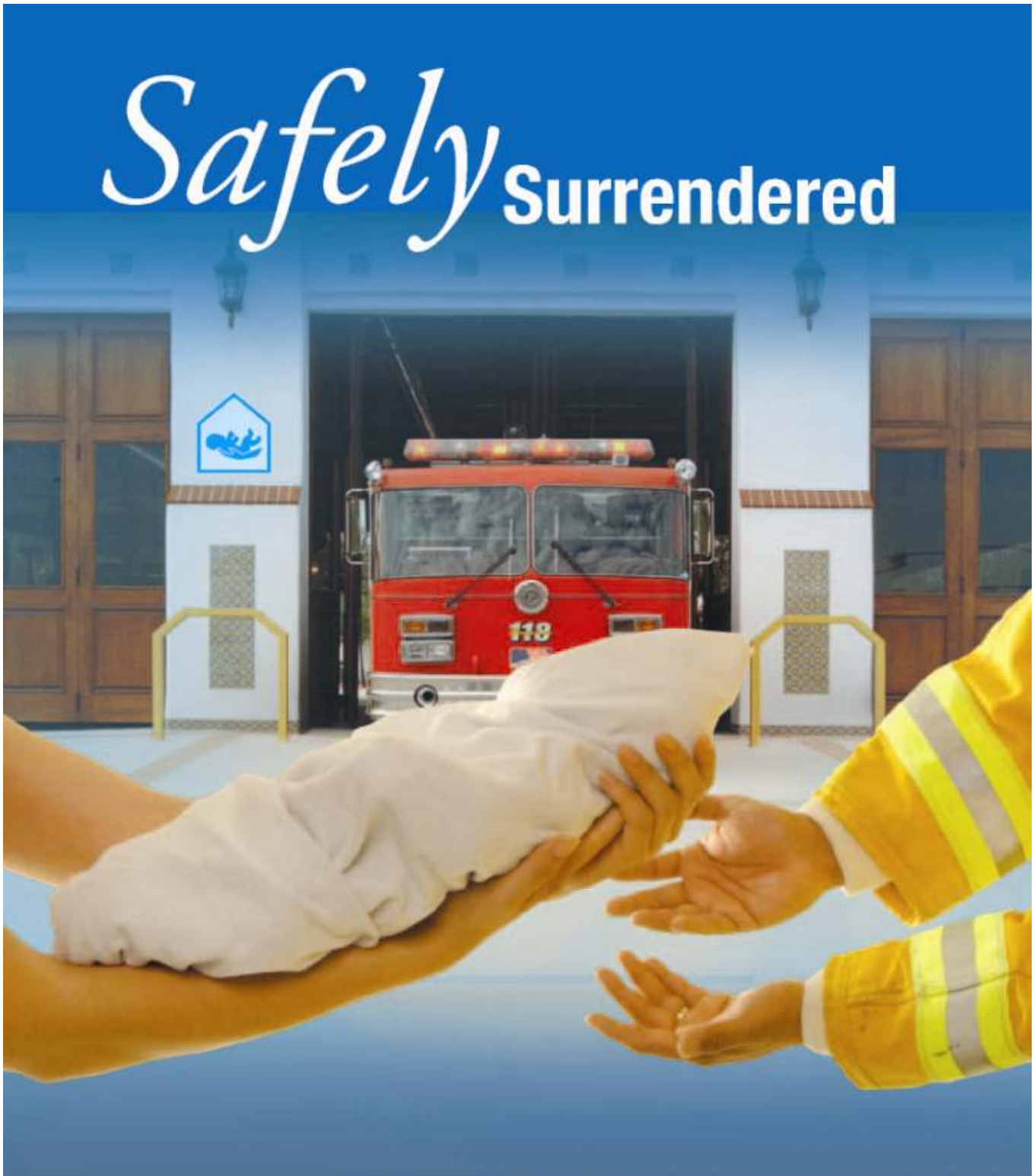
2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

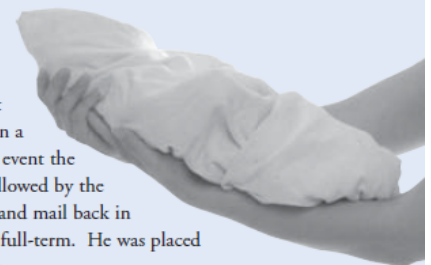
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

LIVING WAGE ORDINANCE

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8— Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance;
or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT K

LIVING WAGE RATE ANNUAL ADJUSTMENTS

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
on the _____ that during the payroll period commencing on the _____
Service, Building or Work Site
_____ day of _____, and ending the _____ day of _____
Calendar Day of Month Month and Year Calendar Day of Month
_____ all persons employed on said work site have been paid the full weekly wages
Month and Year
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
_____ from the full weekly wages earned by any
Company Name
person, and that no deductions have been made either directly or indirectly, from the full wages
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature: Date:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

ROUTE COST

CONTRACT NO. _____
TRANSPORTATION DELIVERY SERVICES

ROUTE COST - 800

Library Facilities	Annual Amount	Monthly Amount
Route 800 - North	\$99,089.52	\$8,257.46
Route 800 - South	\$98,088.96	\$8,174.08
Total	\$197,178.48	\$16,431.54