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

LEROY D. BACA, SHERIFF

August 30, 2005

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

Dear Supervisors:

APPROVAL OF AGREEMENT WITH YORK INTERNATIONAL INCORPORATED CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES (FIRST DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Agreement with York International Incorporated to provide chiller equipment maintenance and repair services at the central plant located at the Twin Towers Correctional Facility for a term of one year, with options to extend for four (4) one-year periods, for a total aggregate cost not to exceed $385,804.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Sheriff's Department uses six (6) York chillers to cool the Twin Towers Correctional Facility and the Men's Central Jail facility. The chillers are an important component of the Department's Thermal Energy Storage system that reduces the use of electricity and reduces the County's energy costs for heating and cooling at the two facilities. The purpose of the recommended actions is to enable the Sheriff's Department to keep the chillers in operating condition in order to maintain appropriate building temperatures.

The contractor will maintain the equipment according to set maintenance schedules on a monthly and annual basis, and provide all general and emergency repairs, including all parts, materials and labor. Upon execution of this Agreement, the contractor will inspect all six (6) chillers and verify the Department's prior determination of repairs needed to bring equipment up to manufacturer standards. Upon Departmental approval, the contractor will make any necessary repairs.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Goals, Service Excellence and Fiscal Responsibility, by ensuring that the Department will be able to manage its custodial functions more efficiently and effectively and ensuring the health and well-being of inmates housed in the Sheriff's custodial facilities. This will also maximize financial and physical resources by reducing energy costs through less use of electricity during the peak hours.

FISCAL IMPACT/FINANCING

The costs for chiller equipment maintenance will be paid through the Department's Inmate Welfare Fund throughout the duration of the Agreement.

The maximum contract sum includes annual maintenance and repair costs and an allowance not to exceed $4,000 to repair known pre-existing conditions. In the event that there are additional, previously unknown repairs needed to bring the equipment up to manufacturer standards, the Department will arrange for those repairs separately to be paid through purchase orders.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 15 of the California Code of Regulations sets minimum standards for local detention facilities, including building temperatures. The Department must maintain building temperatures in facilities where inmates are housed according to these standards. The chillers used to air condition the two detention facilities have been operating continuously since 1994.

The contractor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service and Surrendered Baby Law.

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

CONTRACTING PROCESS

The Department mailed an Invitation for Bids (IFB) for chiller equipment maintenance and repair services to eight (8) vendors in early April 2005. The information was posted on the County of Los Angeles website. The vendor list consisted of firms from a previous solicitation and from respondents to the website posting. York International Corporation submitted a bid in response to the IFB in May 2005. An evaluation team determined that the firm met the minimum requirements and recommended that York International Corporation be awarded the contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

YORK INTERNATIONAL CORPORATION

FOR

CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES

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AGREEMENT BETWEEN COUNTY OF LOS ANGELES
AND
YORK INTERNATIONAL CORPORATION FOR
CHILLER EQUIPMENT MAINTENANCE AND
REPAIR SERVICES

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and York International Corporation, a corporation organized under the laws of Delaware, located at 7373 Lincoln Way, Garden Grove, California 92841 ("Contractor"), for the County of Los Angeles Sheriff's Department (the "Department").

RECITALS

WHEREAS, the Department is required under the California Code of Regulations, Title 15, Crime Prevention and Corrections, to maintain room temperatures in the correctional facilities at specific levels;

WHEREAS, in order to regulate the room temperatures in warm weather, the SHERIFF utilizes a Thermal Energy Storage system, which includes six (6) York chillers, to cool the Twin Towers Correctional Facility (TTCF) and Men's Central Jail (MCJ);

WHEREAS, the chillers are huge and complex equipment whose maintenance and repair require specific expertise and special skills;

WHEREAS, the County does not have the technical staff with the specific skills and expertise necessary to provide maintenance and repair for the chiller equipment;

WHEREAS, the County is authorized by California Government Code, Section 31000 to contract for special services, including the services described herein;

WHEREAS, Contractor is a private firm specializing in providing maintenance and repair of chiller equipment; and

WHEREAS, Contractor warrants and represents that it has the professional skills, technological capabilities, and experience to accomplish the foregoing without

interruption of County's current operations and to provide the services, features and functionality described in this Agreement and the Exhibits attached hereto.

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

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement

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

1.2 Interpretation

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents and description of any task, subtask, deliverable, goods, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any exhibits thereto, according to the following priority:

1.2.1 Exhibit A - Additional Terms and Conditions

1.2.2 Exhibit B - Statement of Work

1.2.3 Exhibit C1 Price Schedule

Exhibit C2 Pre-Existing Condition Repairs Hourly Rate

1.2.4 Exhibit D - Contractor's EEO Certification

1.2.5. Exhibit E1 - Contractor Employee Acknowledgment and Confidentiality Agreement

Exhibit E2- Contractor Non-Employee Acknowledgment and Confidentiality Agreement

1.3 Additional Terms and Conditions

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

1.4 Construction

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

2.0 DEFINITIONS

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

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

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

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

2.4 "Change Order" has the meaning set forth in Paragraph 11.0 (Change Orders and Amendments).

2.5 "Contractor Key Personnel" has the meaning set forth in Subparagraph 9.3 (Approval of Contractor Staff).

2.6 "Contractor Project Director" has the meaning set forth in Subparagraph 9.1 (Contractor Project Director).

2.7 "Contractor Project Manager" has the meaning set forth in Subparagraph 9.2 (Contractor Project Manager).

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

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

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

2.11 "County Project Director" has the meaning set forth in Subparagraph 8.1 (County Project Director).

2.12 "County Project Manager" has the meaning set forth in Subparagraph 8.2 (County Project Manager).

2.13 "Department" has the meaning set forth in the introductory paragraph hereto.

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

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

2.16 "Equipment" includes all equipment specified in Exhibit B (Statement of Work) Paragraph 1.0 (Scope of Work) and Subparagraph 5.4.

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

2.18 "Initial Term" has the meaning set forth in Paragraph 3.0 (Agreement Term).

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

2.20 "Maximum Contract Sum" has the meaning set forth in Paragraph 5.0 (Contract Sum).

2.21 "Option Term" has the meaning set forth in Paragraph 3.0 (Agreement Term).

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

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

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

2.25 "Term" has the meaning set forth in Paragraph 3.0 (Agreement Term).

2.26 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor and including the work required pursuant to this Agreement, the Statement of Work, and all Exhibits, Change Orders, and Amendments hereto.

3.0 AGREEMENT TERM

3.1 The term of this Agreement shall commence upon the Effective Date, and shall continue for a period of twelve (12) months thereafter, unless earlier terminated or extended in whole or in part, as provided in this Agreement (Initial Term).

3.2 The Sheriff has the option to extend the term of this Agreement for up to four (4) additional one-year periods (each an "Option Term"). The Sheriff, at his sole discretion, shall have the authority to exercise and execute the extension options. Contractor shall notify the County Project Manager when the Initial Term, or each Optional Term, as the case may be, is within three (3) months from expiration.

3.3 As used herein, "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Option Term 1 shall mean the first exercised option term, if any.

3.4 In the event that this Agreement is terminated prior to the expiration date, Contractor shall, at no cost to the County, fully cooperate with County to transfer all County owned material and/or property in Contractor's possession to County within ten (10) days of date of termination notice.

4.0 WORK

4.1 General

Pursuant to the provisions of this Agreement, Contractor shall on a timely basis provide, complete, and deliver all tasks, subtasks, deliverables, goods, services, and other work as set forth in Exhibit B (Statement of Work). Unless otherwise agreed to in writing, all work shall be performed at County's work site specified in Subparagraph 4.6 (Work Location).

4.1.1 Unless otherwise agreed to in writing, all work shall be provided

according to the Service Schedule specified in Subparagraph 4.5 (Working Hours and Days). Any change in the days and/or hours of the service schedule must be agreed to by both parties.

4.1.2 If Contractor provides any tasks, subtasks, deliverables, services, or other work, to County other than those specified in Exhibit B (Statement of Work), as originally written or modified under the authority of County, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County. This Subparagraph does not apply to other work contracted for by County.

4.2 Contractor's Operating Responsibilities

4.2.1 Contractor shall conform to and abide by all municipal and County ordinances, and all Federal, State and local laws and regulations, insofar as any of them are applicable. Where permits and/or licenses are required to provide the specified chiller equipment and control maintenance and repair services, Contractor and/or Contractor's employees must obtain the necessary permits or licenses from the appropriate regulatory agency having jurisdiction over such matters.

4.2.2 Contractor shall maintain in good standing, furnish and provide proof to County, of all required licenses and certificates prior to beginning work under this Agreement and throughout the entire term of the Agreement, including all Optional Terms. These shall include but are not limited to the following:

A. Proof that all Contractor's technicians providing maintenance and repair services for chiller equipment for this Agreement are York trained and certified;

B. Proof that all Contractor's technicians providing maintenance and repair services for ISN panel interface are York certified;

C. Proof that Contractor's employees or subcontractor employees providing maintenance and repair of chiller motors and starters are licensed to do high voltage work;

D. Copy of liability insurance certificate;

E. Contractor shall provide each of the licenses and certificates required in this Subparagraph 4.2.2 for new employees prior to the employees commencing work under this Agreement.

4.2.3 Contractor shall provide proof that when repairs and/or maintenance to the chillers and the ISN interface panels are required, Contractor's technicians will use Original Equipment Manufacturer (OEM) parts only.

4.3 Replacement of Contractor Personnel

If Contractor wishes, or is obliged, to reassign any personnel from this project, Contractor shall use its best efforts to furnish the County Project Manager with notice of such intention at the earliest possible time, and shall not effect any discretionary reassignment without the advance approval of the County Project Manager. County approval shall not be unreasonably withheld. Contractor shall use its best efforts to replace reassigned or terminated employees with at least equally qualified personnel within five (5) business days of such reassignment or termination.

4.4 Approval of Contractor's Work

4.4.1 All work, including all routine and emergency repair services and parts replacement performed by, and all invoices submitted by Contractor hereunder must receive the written approval of the County Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

4.4.2 In the event quality/performance deficiencies by Contractor necessitate disapproval of work, invoices, or time reports by the County Project Manager, County may pursue any and all remedies set forth in this Agreement or as otherwise provided by law.

4.5 Working Hours and Days

4.5.1 Contractor shall provide emergency repair services on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays.

4.5.2 Contractor shall provide scheduled inspection, maintenance and non-emergency repair services during normal working hours, between 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding holidays. The work hours may be changed upon mutual agreement of County and Contractor.

4.6 Work Location

All services for repairs, general maintenance and inspection services, preventative maintenance and inspection services and emergency repair services shall be provided at the Central Power Plant at the Sheriff's Department's Twin Towers Correctional Facility (TTCF) located at 450 Bauchet Street, Los Angeles, California 90012.

4.7 Unapproved Work

If Contractor provides any tasks, subtasks, deliverables, goods, services, or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefore.

5.0 CONTRACT SUM

The Maximum Contract Sum under this Agreement shall be the total monetary amount payable by County to the Contractor under this Agreement, including all Option Terms for repairs, including all Original Equipment Manufacturer parts, materials and labor, general maintenance and inspection services, preventative maintenance and inspection services, and emergency and non-emergency repairs and for correcting any pre-existing conditions, and all applicable taxes. The Maximum Contract Sum for this Agreement shall not exceed Three Hundred Eighty-five Thousand, Eight Hundred Four Dollars ($385,804), which includes a

$4,000 allowance to pay for labor and parts required to correct any known pre-existing conditions in order to bring Equipment up to manufacturer's standards.

The Maximum Contract Sum, the annual costs indicated in Exhibit C1 (Price Schedule) and the hourly rates indicated in Exhibit C2 (Pre-Existing Condition Repairs Hourly Rates) include any and all out-of-pocket fees, costs, taxes and other expenses. Failure to include any such costs in Exhibits C1 (Price Schedule) and C2 (Pre-Existing Condition Repairs Hourly Rates) shall not be the basis for Contractor's request for an increase in the Maximum Contract Sum, annual costs or hourly rates.

5.1 Pre-existing Condition Repairs

Within thirty (30) days of the execution of the Agreement, Contractor must inspect Equipment, identify pre-existing conditions and if not previously repaired, verify known pre-existing conditions which will need to be corrected in order to bring the Equipment up to manufacturer's standards, submit a work plan to County that includes a description of the problem(s), the work required to eliminate the problem(s), and the estimated cost of parts and labor required to make the necessary repairs. In the event that repairs in addition to the known pre-existing condition are identified, County will make arrangements to have the necessary repairs done separately through a purchase order process. County will pay for correction of the known pre-existing condition for parts at cost and for labor at the rates specified by Contractor in Exhibit C2 (Pre-Existing Condition Repair Hourly Rates). The cost of these repairs shall not exceed the allowance specified above.

5.2 Original Term Cost

The cost for the Original Term of this Agreement includes a flat-fee cost for the monthly and annual inspection and maintenance services and all general and emergency repairs, including parts and labor, as specified in Exhibit C (Price Schedule), and the cost of repairing pre-existing conditions.

County shall pay Contractor for providing the required services during the Original Term only, according to the following schedule:

5.2.1 Contractor shall be paid the amount agreed upon by County after Contractor has completed to County's satisfaction, all repairs required to bring the equipment up to manufacturer's specifications, as required in Subparagraph 5.1 (Pre-existing Condition Repairs).

5.2.2 Contractor shall be paid the flat-fee for inspection and maintenance and repair services as specified in Exhibit C1 (Price Schedule) in equal monthly installments.

5.3 Optional Term Costs

5.3.1 For each Option Years 1 through 4, Contractor shall be paid the flat-fee amounts specified in Exhibit C1 (Price Schedule). These prices shall remain fixed and firm for the duration of the Agreement.

5.3.2 Beginning in Option Term 1, Contractor shall be paid monthly in twelve (12) equal installments for all inspection and maintenance and emergency and general repair services.

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

5.5 Contractor Liability for Taxes

All responsibility for payment of any and all taxes that are now in effect or shall hereafter be imposed or levied that may be applicable to this Contractor or any of the work performed hereunder, including, but not limited to, payroll, income, sales, and social security taxes shall belong to

the Contractor. In no event shall such obligation(s) and/or payment(s) increase the Maximum Sum.

6.0 COUNTY'S OBLIGATIONS FOR FUTURE FISCAL YEARS

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

7.0 INVOICES

7.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Manager, as evidenced by the County Project Manager's countersignature prior to any payment thereof, less any offsets due to County. County approval shall be provided or denied in a timely manner, within ten (10) days following submission of the invoice after County's approval of the applicable deliverable(s) or other work. In no event shall County be liable or responsible for any payment prior to such written approval.

7.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services and other work specified in Exhibit B (Statement of Work), of this Agreement and elsewhere hereunder. The Contractor shall prepare the invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Paragraph 5.0 (Contract Sum), and the Contractor shall be paid only for the tasks, goods, services, and other work approved in writing by the County.

If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

7.2 Invoices, Charges for Service and Payments

7.2.1 Contractor shall submit invoices to County according to the payment schedule specified in Subparagraphs 5.3 and 5.4. For monthly invoices, Contractor shall invoice County thirty (30) days in arrears.

Contractor shall prepare invoices, with content and format as provided below:

A. County's Agreement Number

B. Contractor's Name and Address

C. Contractor's Contact Person

D. Contractor's Federal Tax ID Number

E. Billing Period

F. Description of Services Provided

G. Total Amount

7.2.2 Contractor shall submit invoice for services provided to bring equipment up to manufacturer's standards after the Work has been completed. The invoice shall include the following:

A. County's Agreement Number

B. Contractor's Name and Address

C. Contractor's Federal Tax ID Number

D. Date(s) of Service

E. Description of Repairs

F. Classification of Staff Providing Repair Services, Rates and Number of Hours

G. Total Labor Costs

H. Description of Parts/Supplies and Unit Costs

I. Cost of Parts

J. Total Cost

7.2.3 Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below, for the applicable billing period and only for providing County authorized and County approved tasks, services, and all other work required hereunder.

Original Invoice to:

Los Angeles County Sheriff's Department
Central Plant, MCJ/TTCF
450 Bauchet Street
Los Angeles, California 90012
Attn: Shift Engineer

Copy to:

Los Angeles County Sheriff's Department
Special Accounts Section
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

7.2.4 Payment shall be contingent upon the County Project Manager's approval of the invoice and forwarding approved invoice to Special Accounts Section of the Sheriff's Fiscal Administration for payment. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made within thirty (30) days following receipt of invoice.

8.0 ADMINISTRATION OF AGREEMENT - COUNTY

8.1 County Project Director

8.1.1 The County Project Director for this Agreement shall be the following person:

Madan Kaushal, Manager
Los Angeles County Sheriff's Department
Facilities Services Bureau, Central Region
441 Bauchet Street
Los Angeles, California 90012

Telephone: (213) 893-2467
Fax: (323) 415-4579

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

8.1.3 The County Project Director shall be responsible for the overall administration of this Agreement including keeping and updating all records relating thereto, and for resolving disputes between County and Contractor.

8.1.4 Except as set forth in Paragraph 11.0 (Change Orders and Amendments) of this Agreement, the County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

8.1.5 The County Project Director shall have the right at all times to inspect any and all tasks, goods, services or other work performed or provided by or on behalf of the Contractor.

8.2 County Project Manager

8.2.1 The County Project Manager for this Agreement shall be following person:

Marcos Rojas, Chief Stationary Engineer
Los Angeles County Sheriff's Department
Central Plant, MCJ/TTCF
450 Bauchet Street
Los Angeles, California 90012

Telephone: (213) 220-8253
Fax: (213) 229-9406

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

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

8.2.4 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

8.2.5 The County Project Manager shall have the right at all times to inspect any and all tasks, goods, services or other work provided by or on behalf of the Contractor.

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

9.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

9.1 Contractor Project Director

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

Name:	Todd Sanders
Title:	District Service Manager
Address:	7373 Lincoln Way
	Garden Grove, California 92841
Telephone:	(714) 934-4314
Fax:	(714) 934-4390

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

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

9.2 Contractor Project Manager

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

Name:	John Broadley
Title:	Senior Customer Service Representative
Address:	7373 Lincoln Way
	Garden Grove, California 92841
Telephone:	(800) 995-9675
Fax:	(714) 934-4390

9.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 10.0 (Reporting by Contractor).

9.2.3 The Contractor Project Manager shall coordinate with the County Project Manager, on a regular basis with respect to all work being performed on active tasks and deliverables.

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

9.3 Approval of Contractor's Staff

9.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 9.1 and 9.2. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of the Contractor Project Director or the Contractor Project Manager.

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

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

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

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

10.0 REPORTING BY CONTRACTOR

10.1 To control expenditures and to ensure the proper and timely reporting of all tasks, deliverables, services, and other work provided by Contractor, the Contractor Project Manager shall provide the County Project Manager, unless directed otherwise, with a written report on a monthly basis, as directed by the County Project Manager and shall contain the following information:

A. Overview of the reporting period including Work completed and Work pending;

B. Changes in procedures or schedules made during reporting period;

C. Proposed changes in procedures or schedules to be made in the next reporting period;

D. Issues to be resolved;

E. Any difficulties encountered by Contractor which could jeopardize the completion of the deliverables within the schedule; and

F. Any other information, which County may from time-to-time require.

10.2 The County Project Manager shall monitor status reports. Any unresolved problems shall be reported to the County Project Director.

11.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 11.0 (Change Orders and Amendments).

11.1 General

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

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

11.1.2 For any change that materially affects the scope of work, period of performance, amount of payment or any other term or condition of the body of this Agreement or Exhibit A (Additional

Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

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

11.1.4 The Sheriff may, at his sole discretion, authorize extensions of the Term as defined in Paragraph 3.0 (Agreement Term). The Contractor agrees that such extensions of the Term shall not change any other term or condition of this Agreement during the periods of such extensions. To implement an extension of the Term, an Amendment to the Agreement will be prepared and executed by the Sheriff.

11.2 Audit of Change Order Work

County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with this Paragraph 11.0 (Change Orders and Amendments) in respect to Work performed pursuant to a Change Order.

12.0 COUNTY'S OPERATING RESPONSIBILITIES

12.1 The County shall have the following responsibilities:

12.1.1 County shall ensure that Contractor's employees have access to equipment and areas of the Central Power Plant, as appropriate, in order to provide emergency and routine repair services, general and annual inspections and maintenance as scheduled, so as not to disrupt the effectiveness of the Thermal Energy Storage (TES) system.

12.1.2 County shall, on a continuous basis, monitor the TES system to ensure all equipment is in proper operating order, to ensure that

there is always an adequate amount of ice produced and maintained by chiller equipment in the storage tanks to cool the chilled water that is pumped to the MCJ and TTCF custodial facilities. County shall have staff at the Central Power Plant twenty-four (24) hours a day, seven days a week, including holidays.

13.0 LIQUIDATED AND MITIGATED DAMAGES

13.1 In the event that Contractor fails to fulfill its obligations under Exhibit B (Statement of Work), the Contractor and the County agree that the County will have actual damages. In the event the County is able to obtain alternative maintenance and repair services for the chiller equipment in mitigation, its damages for such alternate maintenance and repair services are quantifiable as provided in Subparagraph 13.2 below. In the event the County does not obtain alternate maintenance and repair services for its chiller equipment, it will not be able to regulate the temperature of inmates' living quarters and comply with provisions of Title 15 of the California Code of Regulations, in which case such actual damages are extremely difficult to calculate and impracticable to fix. Therefore, the Contractor and the County agree that in addition to any other remedies available to the County, the following calculations of damages shall apply:

13.2 If the Contractor fails to provide chiller equipment maintenance and repair services as scheduled or as needed, County may, without terminating the Agreement or any portion thereof, procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those not provided. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services as mitigated damages.

13.3 If, in the judgment of County's Project Director, the Contractor breaches the Agreement requirements specified in the Performance Requirements Summary (PRS) Chart, Attachment 1 to Exhibit B (Statement of Work), the County shall have a claim of credit for the sum specified in the PRS.

Said amount shall be deducted from the County's payment to the Contractor.

13.4 If County's Project Director determines that deficiencies have occurred other than those defined in the PRS Chart or in Subparagraph 13.3, that the Project Director deems are correctable by the Contractor over a certain time span, the Project Director will provide a written notice to the Contractor as provided in Paragraph 14.0 (Notices) to correct the deficiency within specified time frames. Should the Contractor fail to correct the deficiencies within said time frame, the County may deduct as liquidated damages One Hundred Dollars ($100) per day per infraction. Said amount shall be deducted from County's payment to the Contractor.

13.5 The actions specified as liquidated damages in Subparagraphs 13.3, 13.4, and 13.5 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement. The parties hereby agree that under the current circumstances such amounts are reasonable estimates of damages.

13.6 This Paragraph 13.0 (Liquidated and Mitigated Damages) shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified elsewhere in this Agreement and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

14.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties named in Subparagraph 8.1 (County's Project Director) and Subparagraph 9.1 (Contractor's Project Director) and delivered: (a) by hand with a signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with a signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either

party giving ten (10) days' prior notice in accordance with the procedures set forth above, to the other party.

15.0 ARM'S LENGTH NEGOTIATIONS

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

16.0 SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 5.0 (Contract Sum), 7.0 (Invoices), 13.0 (Liquidated and Mitigated Damages), 14.0 (Notices), 15.0 (Arm's Length Negotiations), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

LOS ANGELES COUNTY

CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES

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

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
Board of Supervisors

By: _____
Deputy

CONTRACTOR
YORK INTERNATIONAL CORPORATION

By: _____

Name: Todd P. Sanders

Title: District Service Manager

Date: 7/29/05

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

By: _____ Date: 7/29/05
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

1.0 SUBCONTRACTING

1.1 General

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

1.2 Procedure for Subcontracting

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

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

1.2.2 Contractor shall identify such subcontractor and indicate why such subcontractor was selected.

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

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

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

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

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

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

1.3 Contractor Responsibilities.

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

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

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

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

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

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

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

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

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

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

2.3 Dispute Resolution Procedures

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

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

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

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

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

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to

impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

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

3.2 Disclosure of Information.

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

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

obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

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

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

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

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

3.4 Use of County Name

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

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

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

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

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

3.5 Injunctive Relief

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

4.0 TERMINATION FOR INSOLVENCY

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

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

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

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

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

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

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

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

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

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

5.2 Deemed Termination for Convenience

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

5.3 Completion of Work

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

under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

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

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.0 TERMINATION FOR GRATUITIES

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

9.0 EFFECT OF TERMINATION

9.1 Remedies.

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

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

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

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

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

pursuant to Paragraph 13.0 (Liquidated and Mitigated Damages), of the Agreement, to the extent applicable; and

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

9.2 Transition Services

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

9.3 Remedies Not Exclusive

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

10.0 WARRANTY AGAINST CONTINGENT FEES

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

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

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

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

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

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

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

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

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

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

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

13.2 General Insurance Requirements

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

13.2.1 Evidence of Insurance

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

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

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

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverages required in the Agreement;

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

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

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.2.2 Insurer Financial Ratings

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

13.2.3 Insurance Programs

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

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

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

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

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

dollars ($1,000,000) and one million dollars ($1,000,000 for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

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

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

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

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

13.3 Failure to Procure and Maintain Insurance

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

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or

other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

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

16.0 FORCE MAJEURE

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

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

17.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the

performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

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

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

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

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

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

18.0 COMPLIANCE WITH APPLICABLE LAW

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

ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

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

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

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

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

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

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

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in

any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

23.0 HIRING OF EMPLOYEES

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

24.0 CONFLICT OF INTEREST

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

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

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

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

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

26.0 RESTRICTIONS ON LOBBYING

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

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

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

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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

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

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

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

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

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

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

32.0 RECYCLED-CONTENT PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

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

33.2 Written Employee Jury Service Policy

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service

Program's definition of "contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

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

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the Contractor.

35.0 ACCESS TO COUNTY FACILITIES

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

36.0 COUNTY FACILITY OFFICE SPACE

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

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

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

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40.0 ASSIGNMENT BY CONTRACTOR

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

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

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

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

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon

location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

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

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect to an underpayment or overpayment, if any, by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees,

and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditations, and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

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

45.0 MOST FAVORED PUBLIC ENTITY

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

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

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

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to

Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

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

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

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

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

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the

subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

51.0 WAIVER

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

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

53.0 SEVERABILITY

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

54.0 RIGHTS AND REMEDIES

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

55.0 FACSIMILE

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

* * *

EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK
CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES

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ATTACHMENTS

1 Performance Requirements Summary (PRS)

STATEMENT OF WORK

CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES

1. SCOPE OF WORK

CONTRACTOR shall provide repairs, including all Original Equipment Manufacturer (OEM) parts, materials and labor, general maintenance and inspection services, preventative maintenance inspection and services, and emergency repair services for the following equipment:

York 1220 Ton Screw Chiller Model YSNNNNS7TCA, Serial Number YMYM796243
York 1220 Ton Screw Chiller Model YSNNNNS7TCA, Serial Number YMYM796242
York 1220 Ton Screw Chiller Model YSNNNNS7TCA, Serial Number YAAM796209
York 850 Ton Screw Chiller Model YSNNNNS7TCA, Serial Number YNYM796261
York 850 Ton Screw Chiller Model YSNNNNS7TCA, Serial Number YNYM796262
York 850 Ton Screw Chiller Model YSNNNNS7TCA, Serial Number YNYM796263
York I.S.N. panels (6)

The inspection, maintenance and repair services are for the chillers and controls for the Heat, Ventilation and Air Condition (HVAC) systems. The equipment is located at the Central Plant at the Sheriff's Twin Towers Correctional Facility (TTCF), 450 Bauchet Street, Los Angeles, California 90012.

Contractor shall maintain all Equipment according to manufacturer's specifications and warrants that it will operate according to manufacturer's specifications for the Term of this Agreement, including the Original Term and all Option Terms.

2. BACKGROUND

The Department utilizes a Thermal Energy Storage (TES) system to cool the TTCF and Mens' Central Jail facilities. This is an energy efficient system that reduces the use of electricity, thereby reducing costs for the County. The chiller equipment cools the facilities through the use of water. The 850-ton chillers produce and maintain ice balls that are kept in large tanks filled with glycol. When needed, the glycol is pumped around the ice nodules and through heat exchanges to cool down chilled water that is being pumped to the various buildings. The larger chillers are conventional chillers. The circulating water must

be kept at about 45 degrees so when mixed with the surrounding air, it maintains building temperatures as specified by Title 15 of the California Code of Regulations.

The chiller equipment is approximately 17 years old and is in satisfactory operating condition. In order to ensure that the chillers continue to operate efficiently, they must be repaired immediately when required and maintained regularly.

3. QUALITY CONTROL

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

3.1 Method of monitoring to ensure that County's requirements are being met;

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

3.3 Contractor's written policy and procedures regarding the inspection and maintenance of chiller equipment and the digital automation system that regulates the operations of the chiller equipment, including detailed descriptions of maintenance procedures, frequency of maintenance, preventative maintenance requirements and programs, and turnaround times to perform and complete services.

4. QUALITY ASSURANCE PLAN

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

4.1 Review of Maintenance and Inspection Records

On a monthly basis after Contractor begins providing services under this Agreement, Contractor shall submit to County's Project Manager Contractor's maintenance and inspection records under this Contract. The records shall include date of maintenance and inspections, problem(s) identified, and corrective action taken. County's Project Manager shall review all records to ensure that County's requirements are being met.

4.2 Review of Repair and Emergency Repair Records

On a monthly basis after Contractor begins providing services under this Agreement, Contractor shall submit to County's Project Manager Contractor's repair and emergency repair records. The records shall include dates and times of County notification for repairs, dates and times of Contractor responses to repair calls, problem(s) identified and corrective action taken, including description of parts used.

4.3 Performance Evaluation Meetings

Contractor and County shall meet at the least on a quarterly basis, and more frequently if deemed necessary. In the event that a Contract Discrepancy Report is issued by County's Project Manager, then the meeting shall be scheduled within five (5) days to discuss the problem.

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

4.4 Discrepancy Reports

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

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

4.5 Observations

County personnel, in addition to departmental contracting staff, may observe performance, activities, and review documents relevant to this

Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance of services under this Agreement.

5. GENERAL RESPONSIBILITIES - CONTRACTOR

5.1 General

5.1.1 Contractor shall provide emergency services twenty-four (24) hours a day, seven (7) days a week, including holidays. An emergency service is required when the problem with the equipment could cause it to break down and potentially cause disruption to the TES system if the repair is not made immediately. Emergency repairs could either be the result of County contacting Contractor when problems arise, or problems discovered by Contractor while performing monthly or annual inspection and maintenance services. Contractor must respond to all emergency calls within two (2) hours of notification by County.

5.1.2 Contractor shall provide non-emergency repair and maintenance services during normal working hours (8:00 a.m. to 5:00 p.m.), Mondays through Fridays. A non-emergency repair service occurs when the Equipment's problem is such that the Equipment and TES system can continue to function without immediate repair; however, the problem needs to be corrected in a timely manner before the problem becomes an emergency. Routine repairs could either be the result of County contacting Contractor when problems arise or condition discovered by Contractor while performing the monthly or annual inspection and maintenance services. Contractor must respond to non-emergency calls within twenty-four (24) hours of notification by County.

5.1.3 Contractor shall provide live telephone consulting services to County, when needed, twenty-four (24) hours a day, seven (7) days a week, including holidays.

5.1.4 Contractor shall provide County with eleven (11) monthly inspection and preventative maintenance services and one (1) comprehensive annual inspection and maintenance service. Contractor's Project Manager shall coordinate schedules for such services with County's Project Manager on an annual basis. Within ten (10) days after the Effective Date of the Agreement, Contractor shall prepare a written annual inspection and maintenance schedule, specifying the day and the time each month, and submit it to County. All changes to the schedule shall be in writing and must be approved by County.

5.2 Repair of Pre-Existing Problems

Contractor shall within thirty (30) days from the execution of the Agreement, inspect equipment to identify any problems that must be corrected in order to bring equipment up to manufacturer's specifications, and if not previously corrected, verify any known pre-existing conditions. County will make available to Contractor copies of previous inspection and maintenance reports. Contractor shall submit to County a written plan to bring the equipment up to manufacturer's standards, the parts and labor required, and an estimate of costs. Upon written approval by the County Project Director, Contractor shall perform the repairs.

5.3 Contractor's Personnel

5.3.1 Project Manager

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

1. Full authority to act for Contractor on all matters relating to the daily operation of the Agreement.

2. Be available by telephone twenty four (24) hours a day, seven (7) days a week, including holidays, to discuss technical requirements and/or matters relating to the Agreement.

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

4. Ensure that Contractor will be able to provide qualified, certified and trained electricians, technicians and other support staff to provide all emergency, routine and preventative maintenance services on the Equipment, including the chiller controls, within the response times specified.

5.3.2 Contractor's staff providing services under this Agreement must have the following qualifications:

1. Must comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and maintain all required licenses and permits. Contractor shall make such licenses and permits available to County prior to

beginning work under the Agreement, and as they are renewed, and employees get assigned to provide services hereunder.

2. Must be York certified technicians.

3. Must be able to understand and speak English.

4. Must adhere to all County and facility rules and regulations, including traffic safety and security regulations.

5. Must wear identification badges that include employee's name, date of birth, employee number and photograph.

5.4 Contractor Furnished Items

Contractor must provide all Original Equipment Manufacturer parts (OEM) for chiller components, parts for related components such as motor, as recommended by manufacturer, related supplies and labor required to repair and maintain the Equipment from "nozzle to nozzle" plus the starters, including, but not limited to refrigerant and oil.

6. GENERAL MAINTENANCE SERVICE REQUIREMENTS

Contractor shall provide the following maintenance and inspection services for the rotary screw chillers and for the automated system pursuant to the schedule established under Subparagraph 5.1.4 of this Statement of Work:

6.1 Rotary Screw Chillers

Contractor shall provide eleven (11) monthly operating season inspection services and provide as-needed maintenance and repair services. Contractor shall prepare written report summarizing the condition of the equipment, maintenance services performed, repairs completed and additional recommended repairs and parts replacement and submit report to the County Project Manager within five (5) days of the completion of each monthly inspection and maintenance service. The monthly inspections include the following:

6.1.1 Inspect chiller and adjust safety controls;

6.1.2 Check operation of controls;

6.1.3 Check oil and refrigerant levels;

6.1.4 Check operation of lube system;

6.1.5 Check the oil return system;

6.1.6 Check operation of motor and starter;

6.1.7 Record operating conditions;

6.1.8 Check log and review chiller and system operation with County staff;

6.1.9 Conduct all manufacturer required and all manufacturer recommended routine maintenance;

6.1.10 Log and report repairs and/or parts that are replaced;

6.1.11 Contractor shall provide the coolant and oil and change oil as necessary, and is responsible for the disposal of these items, according to Federal, State and local regulations.

6.1.12 Contractor's certified technicians shall perform leak detection activities and other services, including the use of storage and recycling equipment, in order to ensure compliance with the Clean Air Act and other Federal, State and local regulations regarding items containing CFC and HCFC refrigerants.

6.2 Digital Automated Controls

Contractor shall perform the following tasks on a monthly basis in order to ensure proper function of the control system, software and related Equipment:

6.2.1 Verify software algorithms;

6.2.2 Diagnose system problems;

6.2.3 Identify system maintenance needs;

6.2.4 Inspect automation equipment for proper operation;

6.2.5 Calibrate system hardware and equipment;

6.2.6 Test power supply, board voltages, and power regulating components, and check terminals and visually inspect components;

6.2.7 Communicate with system remotely for diagnosing and troubleshooting as required;

6.2.8 Install necessary on-line equipment to enable the local service office to remotely access customer systems via regular voice-grade phone lines.

Contractor shall prepare a written report summarizing the condition of the control system, and related components, maintenance services performed, system changes and/or modifications completed and recommendations for additional system changes and recommendations and submit report to the County Project Manager within five (5) days of the completion of each monthly inspection.

7. ANNUAL SCHEDULED MAINTENANCE AND SERVICE REQUIREMENTS

7.1 Rotary Screw Chillers

Pursuant to the schedule established under Subsection 5.1.4 of this Statement of Work, Contractor shall perform the following services once a year during a shutdown period to properly evaluate the Equipment and prepare for the summer months.

7.1.1 Check the compressor-motor assembly and perform maintenance and service as necessary:

a. Record voltages;

b. Megger and record motor winding resistance;

c. Lubricate open motor;

d. Check the alignment on open drive units

e. Check the coupling;

f. Check the seal;

g. Check the operation and calibration of the slide-valve

7.1.2 Check the compressor oil system and provide maintenance and service as necessary:

a. Change oil filter and dryer;

b. Conduct analysis of oil and filter by an independent laboratory;

c. Check oil pump, seal and motor where applicable;

d. Check heater and thermostat;

e. Check all system components including cooler, strainer and solenoid valve where applicable.

7.1.3 Check the motor starter and provide maintenance and service as necessary:

a. Run diagnostic test;

b. Clean contacts or if worn, replace;

c. Check linkage;

d. Megger motor;

e. Check all terminals and tighten connections;

f. Check overloads, dash pot oil;

g. Clean or replace air filters where required;

h. Check status lights;

i. Dry running starter.

All maintenance and repairs on 4160 Volt starters and motors must be performed by a licensed high voltage contractor. Prior to maintenance and repair, Contractor must provide County's Project Manager with a copy of the license for the high voltage contractor used for this project, and if not a Contractor employee, a copy of the agreement between Contractor and third party high voltage contractor.

7.1.4 Inspect and test procedures on motor controls and starters:

a. Inspect physical and mechanical condition;

b. Inspect anchorage, alignment and grounding;

c. Prior to cleaning unit, perform as found test;

d. Clean the unit;

e. Inspect bolted electrical connections for high resistance:

1). Use low ohmmeter;

2). Verify lightness on connection with torque wrench;

3). Perform a thermo graphic survey.

f. Test all electrical and mechanical interlocks;

g. Verify correct barrier and shutter installation and operation;

h. Exercise all active components and confirm operation of all indicating devices;

i. Inspect contactors;

j. Verify mechanical operation;

k. Inspect and adjust contact gap, wipe and align in accordance with manufacturer's published data;

l. Compare overload protection rating with motor nameplate to verify correct size;

m. Verify appropriate lubrication on moving parts and sliding surfaces;

n. Inspect air baffles, filter media, cooling fans, slip rings, brushes and brush rigging;

o. Perform vibration analysis on compressors and motors.

7.1.5 Review the control panel for the following:

a. Run diagnostic check of the micro control panel;

b. Check safety shutdown operation;

c. Check all terminals and tighten connections;

d. Check display data accuracy and set points.

7.1.6 Check the condenser:

a. Check the water flow;

b. Check flow switch operation;

c. Remove condenser head and inspect end sheets.

7.1.7 Check the cooler:

a. Check the water flow;

b. Check the flow switch operation;

c. Check refrigerant level.

7.1.8 Check the system for the following:

a. Conduct leak check and identify leak sources for repairs;

b. Record the condition of sight glasses;

c. Check the refrigerant cycle to verify the proper operating balance;

d. Check condenser water and chilled water heat transfer.

7.1.9 Perform the following general tasks:

a. Clean Equipment and surrounding area upon completion of work;

b. Repair insulation removed for inspection and maintenance procedures;

c. Consult with Equipment operator;

d. Report any deficiencies and the repairs required.

Contractor shall make all necessary repairs and routine maintenance that are recommended by manufacturer after discussing the matter with and obtaining approval from County's Project Manager.

7.2 Digital Automated Controls

Contractor shall perform the following tasks annually to verify the integrity and performance of the control system, including a complete review with County:

7.2.1 Sample point checks for accurate performance;

7.2.2 Sample point commanding techniques for proper operation;

7.2.3 Perform a system-wide function test to verify complete and accurate operation;

7.2.4 Examine and analyze standard log reports;

7.2.5 Review and discuss system and service history, and the performance of temperature control and energy management applications

7.2.6 Recommend necessary modifications, replacements, upgrades, or repairs.

7.3 Upon completion of the annual inspection and maintenance of the Equipment and automated control, Contractor shall prepare a comprehensive report on the condition of the Equipment and related components, maintenance services provided, repairs completed and recommendations for additional repairs, changes and/or modification to the system. Such report shall be submitted to the County Project Manager within ten (10) days of completion of annual inspection and maintenance service.

8. DAYS AND HOURS OF OPERATION

8.1 Contractor shall provide routine monthly and annual inspections and maintenance services and non-emergency repairs on Monday through Friday during normal working hours (8:00 a.m. through 5:00 p.m.). Contractor must follow the written schedule submitted to County established pursuant to Subsection 5.1.5 of this Statement of Work. County shall have the right to make any changes to the schedule.

8.2 All emergency repair and maintenance services shall be on a twenty-four (24) hours a day, seven (7) days a week basis, including Contractor and County recognized holidays.

9. REPORTING REQUIREMENTS

9.1 Contractor shall maintain records of all inspections, repairs, maintenance and service performed on the Equipment. The records shall include, but not be limited to, date of service, service provided, problem(s) discovered and recommended corrective action, and/or corrective action taken. These records shall be made available to County on a monthly basis and upon County request. All such reports shall be submitted to the County Project Manager no later than the fifth working day of the following month.

10. TRANSITION PROCEDURES

10.1 Upon the execution of this Agreement, Contractor shall coordinate with previous Contractor on a transition plan to allow Contractor to become familiar with the equipment, County staff and Agreement requirements. Such transition period shall be for a period of time not to exceed thirty (30) days.

10.2 County and Contractor's employees assigned to provide services under this Contract will have an orientation session prior to Contractor providing services under this Agreement. The purpose of such orientation is to familiarize Contractor's employees with County and Department policies and procedures on security, facility rules and regulations, interactions with Sheriff's personnel.

ATTACHMENT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
1. SOW Page 2 Paragraph 3. Quality Control Plan	Contractor must submit comprehensive Quality Control Plan to County's Project manager, which includes written policies and procedures for licensing and training requirements for staff, inspection and maintenance of Equipment and digital automation system within fifteen (15) days of contract award	None	Inspection & Review	$100 per day
2. SOW Page 2 Paragraphs 4. Quality Assurance Plan	Contractor must submit to County's Project Manager copies of Equipment maintenance and inspection records, repair and emergency repair logs and records on a quarterly basis.	None	Inspection & Review	$25 per day of delay

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
3. SOW Page 3 Subparagraph 4.3 Performance Evaluation Meetings	Contractor's representative must attend performance evaluation meetings with County's Project Manager on a quarterly basis.	None	Attendance	$50 per occurrence
4. SOW Page 3 Subparagraph 4.4 Discrepancy Reports	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified	None	Observation & Inspection	$50 per day after time specified
5. SOW Page 4 Subparagraph 5.1.1 Emergency Services	Contractor must provide emergency repair services on a seven (7) days a week, twenty-four (24) hour basis and respond to emergency calls within two (2) hours of notification by County	None	Observation	$50 per hour of delay
6. SOW Page 4 Subparagraph 5.1.2 Non-Emergency Repair and Maintenance Services	Contractor must provide non-emergency repair and maintenance services between 8:00 a.m. and 5:00 p.m. Monday through Friday, and respond to non-emergency calls within twenty-four (24) hours of notification by County.	None	Observation	$50 per 24-hour period of delay

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
7. SOW Page 4 Subparagraph 5.1.3 Telephone Consulting Services	Contractor must provide telephone consulting services to County, as needed, twenty-four (24) hours a day, seven (7) days a week, including holidays.	None	Observation & Inspection of Records	$50 per hour of delay
8. SOW Page 6 Subparagraph 5.4 Contractor Furnished Items	Contractor must provide all Original Equipment Manufacturer (OEM) parts, related supplies and labor to repair and maintain the Equipment.	None	Observation and Inspection	$50 per occurrence in addition to replacement with OEM parts
9. SOW Page 6 Subparagraph 6.1 General Maintenance of Chiller Equipment	Contractor must schedule and provide eleven (11) monthly inspections and provide as-needed maintenance and repair services.	None	Review of logs & reports, observation & inspection	$100 per day of delay beyond schedule submitted under Statement of Work Subparagraph 5.1.4
10. SOW Page 7 Subparagraph 6.2 General Maintenance of Digital Automation for HVAC Systems	Contractor must schedule and provide eleven (11) monthly inspections and provide as-needed repairs and maintenance on the automation system, software and Equipment.	None	Review of logs & reports, observation & inspection	$100 per day of delay beyond schedule submitted under Statement of Work Subparagraph 5.1.4

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
11. SOW Page 8 Subparagraph 7.1 Annual Scheduled Maintenance of Chiller Equipment	Contractor must schedule and provide annual inspection, repair and maintenance of Equipment during a shut down period to prepare for the summer months. Contractor must thoroughly inspect motor and related components, the electrical connections, control panel, condenser and cooler. All repairs and maintenance must follow manufacturer's recommendations.	None	Review reports, manufacturer standards and recommendations, observation & inspection	$100 per day of delay beyond schedule submitted under Statement of Work Subparagraph 5.1.4
12. SOW Page 11 Subparagraph 7.2 Annual Scheduled Maintenance of Digital Automation for HVAC Systems	Contractor must schedule and provide annual inspection, repair and maintenance of automation system	None	Review reports, manufacturer standards and recommendations, observation and inspection	$100 per day of delay beyond schedule submitted under Statement of Work Subparagraph 5.1.4
13. SOW Page 4 Subparagraph 5.1.4 Written Inspection and Maintenance Schedule	Contractor must provide County's Project Manager with a written schedule for monthly and annual inspection, repair and maintenance of Equipment prior to the start of a new contract year.	None	Review reports, manufacturer standards recommendation& Inspection	$100 per day late

EXHIBIT C

EXHIBIT C1	PRICE SCHEDULE
EXHIBIT C2	PRE-EXISITING CONDITION REPAIRS HOURLY RATES

EXHIBIT C1
PRICE SCHEDULE
CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
ANNUAL COST BREAKDOWN

	ORIGINAL TERM COST	OPTION TERM 1 COST	OPTION TERM 2 COST	OPTION TERM 3 COST	OPTION TERM 4 COST	
MONTHLY MAINTENANCE AND INSPECTION AND RELATED REPAIR COSTS	$48,368.00	$50,776.00	$53,323.00	$55,994.00	$58,789.00	
ANNUAL MAINTENANCE AND INSPECTION AND RELATED REPAIR COSTS	$20,728.00	$21,776.00	$22,853.00	$23,998.00	$25,199.00	
TOTAL ANNUAL COST	$69,096.00	$72,552.00	$76,176.00	$79,992.00	$83,988.00	
MONTHLY COST (Total Annual Cost/12)	$5,758.00	$6,046.00	$6,348.00	$6,666.00	$6,999.00	
ALLOWANCE*	$4,000.00					
MAXIMUM CONTRACT SUM (Total Annual Costs for Original Term and each Option Term and Allowance)						$385,804.00

* Allowance for all known pre-existing condition repairs pursuant to Agreement Subparagraph 5.1

EXHIBIT C2

PRE-EXISTING CONDITION REPAIRS HOURLY RATES

Contractor employee hourly rates by classification to inspect chiller equipment, determine pre-existing conditions, make appropriate repairs in order to bring equipment up to manufacturer's standards. Contractor shall submit one invoice after all pre-existing condition repairs are completed.

CLASSIFICATION	**HOURLY RATE**
General Technician	$101.00
Program/Support (Chiller Control Panels)	$101.00
Program/Support (ISN Interface Panels)	$101.00
Electrician (High Voltage)	$150.00
Thermo Graphic Survey Technician	$150.00
Alignment Technician	$101.00
Vibration Analysis Technician	$101.00

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Exhibit D

CONTRACTOR'S EEO CERTIFICATION

York International Corporation
Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Todd P. Sanders
Authorized Official's Printed Name and Title

Authorized Official's Signature

7/29/05
Date

EXHIBIT E

EXHIBIT E1 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

AGREEMENT FOR

CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

AGREEMENT FOR

CHILLER EQUIPMENT MAINTENANCE AND REPAIR SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME:_____

POSITION: _____