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

LEROY D. BACA, SHERIFF

May 16, 2002

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 FOR INTERNATIONAL LIAISON CONSULTANT SERVICES (ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with Edward Sznapper for International Liaison consulting services for a term of one (1) year, with two (2) one-year extension options, and a month-to-month extension option not to exceed six (6) months beyond the extended term in an amount not to exceed $130,000 commencing upon approval by the Board of Supervisors.

2. Authorize the Sheriff or his designee to act as agent for the County to sign documents, renewals, extensions, and amendments to the attached agreement, upon approval of the documents by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to allow the Sheriff's Department to continue providing international liaison services between the Department, diplomatic communities, and 88 foreign consulates in the Los Angeles area.

The International Liaison Consultant will maintain a channel for communication between the Sheriff's Department and the international community at the 88 foreign consulates in Los Angeles County.

Mr. Sznapper will provide critical services such as coordinating with other agencies, including the Federal Bureau of Investigation, Interpol, and the United States Department of State when immunity is an issue. He will assist in the location of suspects, victims, evidence, and/or witnesses believed to be in another Country through established liaison with foreign police authorities.

Implementation of Strategic Plan Goals

The services provided by the recommended contractor support the County's Strategic Goals for Service of Excellence, Organizational Effectiveness, and Fiscal Responsibility by providing international liaison services between the Department, diplomatic communities and the 88 foreign consulates in the Los Angeles area.

## FISCAL IMPACT/FINANCING

The cost for this service will not exceed $35,000 for the first year of the Agreement, and is included in the Sheriff's Fiscal Year 2001-2002 operating budget. Funding required to continue this service will be allocated annually. The maximum amount payable for this Agreement is not to exceed $130,000.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sheriff's Department requires the services of Mr. Sznapper, a consultant with expertise in foreign cultures and protocols. Mr. Sznapper has 18 years experience in the diplomatic arena, with a working knowledge of foreign cultures and protocols, experienced dealing with the Vienna Convention Laws and a Masters Degree in International Relations.

Mr. Sznapper is well known in the diplomatic community; speaks several different languages and possesses a knowledge of international law. As an advisor to the Department, he will provide security analysis and interpretation services for visiting foreign government officials, as well as review treaties between the United States and other countries when law enforcement is involved. He will maintain a constant state of awareness of International news by reviewing approximately ten foreign publications weekly. Mr. Sznapper will initiate and conduct research, make recommendations to the Sheriff's Department in the area of consular and diplomatic immunity.

The Sheriff's Department has the distinction of being one of the few law enforcement agencies in the United States that is fully involved with diplomatic communities.

Mr. Sznapper will assist Patrol and Detective Divisions in the location of suspects, victims, evidence, and/or witnesses believed to be in another Country through established liaison with foreign police authorities. He will review reports generated by the Department involving the arrest of Foreign Nationals and make the necessary notifications to concerned agencies. The specialized services provided by Mr. Sznapper are critical to the well-being of the Department as well as the communities we serve.

The Sheriff's Department researched employing personnel with required expertise and experience in foreign cultures, protocols, and multilingual skills; however, it proved to be impractical and not cost-effective. It would take years for a deputy to gain this level of experience in international law, foreign cultures, and protocols.

The Department will continue to recruit qualified personnel that are multilingual and familiar with foreign consulates.

County Counsel has reviewed this contract and determined that it is not subject to Proposition A because the service is highly specialized and technical in nature and used on an as-needed basis.

Mr. Sznapper has been notified of and is in compliance with the Los Angeles County Child Support Compliance Program. Verification has been made through the County Department of Child Support Services.

County Counsel has approved the attached agreement as to form.

## CONTRACTING PROCESS

In addition to the Sheriff's Department's attempt to recruit qualified personnel, a solicitation was posted on the Web page of the Los Angeles County Office of Small Business from March 1, 2002 through April 1, 2002. There was no response. The Sheriff's Department determined that Mr. Edward Sznapper, an International Liaison Consultant, is the sole contractor that met all qualifications and requirements and is capable of providing the required services. The services were previously provided with a purchase order. The County Purchasing Agent recommended that this Purchase Order be converted to a contract.

## IMPACT ON CURRENT SERVICES

Approval of this agreement will allow the Sheriff's Department to continue to provide international liaison services to the diplomatic community, such as coordinating with the Federal Bureau of Investigation, Interpol, and the United States Department of State and other agencies when diplomatic immunity is an issue.

**CONCLUSION**

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

Respectfully submitted,

Lee Baca

LEROY D. BACA
SHERIFF

LDB:MJD:MRM:TH:BJJ:bjj
(Administrative Services Division-Contract Unit)

Attachments

cc: Justice Deputies
Executive Office, Board of Supervisors
Lloyd W. Pellman, County Counsel
J. Tyler McCauley, Auditor-Controller
Rochelle Goff, Departmental Analyst, Chief Administrative Office
Marvin J. Dixon, Chief, Administrative Services Division
R. Doyle Campbell, Chief, Special Operations Division
Joshua Thai, Deputy, International Liaison Unit
Michael L. Kenyon, Commander, Office of the Sheriff
Michael R. McDermott, Captain, Financial Programs
Rene Gilbertson, Deputy County Counsel
Patricia A. Hawkins, Director, Fiscal Administration
Glen Dragovich, Assistant Director, Financial Programs
Tom Harwood, Manager, Contracts Administration
Cathy Stapleton, Fiscal Operations
Chrono File

# AGREEMENT

# BY AND BETWEEN

# THE COUNTY OF LOS ANGELES

# AND

# EDWARD SZNAPPER

# FOR

# INTERNATIONAL LIAISON CONSULTANT SERVICES

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**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

**AGREEMENT FOR CONSULTING SERVICES TO INTERNATIONAL LIAISON UNIT**

THIS **AGREEMENT** is made and entered into on this _____ day of _____, 2002

by and between the COUNTY OF LOS ANGELES
Hereinafter "COUNTY"

and

Edward Sznapper
Hereinafter "CONTRACTOR"

**R E C I T A L S**

WHEREAS, the COUNTY has determined the need to enter into an Agreement for a CONSULTANT to maintain liaison between the Department and foreign consulates in Los Angeles County; and

WHEREAS, the COUNTY has no available employees capable of performing such specialized services and requires the services of a CONSULTANT; and

WHEREAS, the COUNTY is authorized by Government Code, Section 31000 to contract for special services with persons specially trained, experienced, expert and competent to perform the special services contemplated herein; and

NOW, THEREFORE, the parties hereto agree as follows:

**AGREEMENT PROVISIONS**

**1. APPLICABLE DOCUMENTS**

1.1 This document along with Exhibit A, B, and C, described below, are incorporated herein by reference, collectively form and are throughout and hereinafter referred to as the "AGREEMENT."

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

Exhibit A Statement of Work

Exhibit B Price and Payment Provisions

Exhibit C Contractor Employee's Acknowledgement and Confidentiality Agreement

## 2. DEFINITIONS

2.1 Change Order

The addition or deletion of services from Exhibit A, Statement of Work, of this Agreement, by the documentation and procedure set forth in Section 9, Change Orders and Amendments.

2.2 Agreement Discrepancy Report

A written report prepared by the COUNTY's Program Manager and/or COUNTY's Contract Monitor that identifies specific failures of CONTRACTOR in meeting the Agreement performance standards.

## 3. TERM

3.1 This Agreement shall commence upon Board of Supervisors approval, and shall expire at the close of COUNTY business day, one (1) year thereafter, unless terminated sooner or later extended, in whole or in part, as provided herein.

3.2 This Agreement may be extended at COUNTY's option, up to a maximum of two (2) additional one-year periods beyond its initial term, and on a month-to-month basis up to a maximum of six months, beyond the extended term. Upon approval, extensions are executed by both COUNTY's Sheriff and CONTRACTOR's Program Manager.

3.3 CONTRACTOR shall notify the SHERIFF's Project Manager within six (6) months from the expiration of the term as provided for herein. Upon occurrence of this event, CONTRACTOR shall send written notification to SHERIFF's Project Manager at the address provided in the contract.

## 4. STATEMENT OF WORK

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

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

## 5. AGREEMENT SUM

5.1 The amount payable under this agreement shall not exceed $35,000 for the first year. Total contract sum shall not exceed $130,000, for the term of the agreement; including all extension options.

5.2 The Compensation rate to be paid to CONTRACTOR will be $35 per hour, not to exceed 1000 hours per year.

5.3 Fees for any services provided during a subsequent extension of this agreement shall be restricted to/with rates to be adjusted at the lesser of 1) the average salary movement granted to County Employee, or 2) the current year Consumer Price Index (CPI) for Urban area, but in event not to exceed a total aggregated increase of 3% per year.

## 6. INVOICES AND PAYMENTS

6.1 Payment shall be made by County to CONTRACTOR for the tasks, deliverables, services, and other work approved in writing by the Program Manager under this Agreement. CONTRACTOR shall submit two (2) copies of each monthly invoice for payment that includes the following:

a. Agreement Number
b. Contractor's name
c. Services provided
d. Dates(s) service rendered
e. Number of hours required to complete each case invoice
f. Copy of written approval of deliverables by COUNTY's Project Manager
g. Mileage

CONTRACTOR shall be reimbursed for parking fees that are encountered while performing COUNTY business during the course of this AGREEMENT.

CONTRACTOR shall be reimbursed mileage costs payable at standard COUNTY mileage reimbursable rates for services performed in accordance with this AGREEMENT.

Mileage certification forms shall be submitted by CONTRACTOR by the fifth (5) calendar day of each month. CONTRACTOR shall adhere to SHERIFF's rules and requirements as established by the SHERIFF during the term of this agreement pertaining to the submission of mileage certificates. Such procedures are subject to change, within the sole discretion of the SHERIFF.

Each invoice submitted by CONTRACTOR shall contain the following itemized information:

Contractor's Name
Service provided
Date service rendered
Charge for service

6.2 All COUNTY approved invoices under this Agreement shall be submitted within thirty (30) days after the date of service by the CONTRACTOR 's Program Manager, or designee, to the following address, unless otherwise specifically set forth in writing:

Original to: Sheriff's Headquarters
Fiscal Administration - Special Fund Accounting
4700 Ramona Boulevard, Room 310
Monterey Park, California 91754-2169

Copy to: Sheriff's Program Manager
Sergeant Joshua W. Thai
International Liaison Unit
4700 Ramona Boulevard
Monterey Park, CA 91754-2169

6.3 Payment for all completed work shall be contingent upon COUNTY's Program Director or COUNTY's Program Manager approval of the copy of an itemized invoice and forwarding of approved invoice copy to Fiscal Administration prior to any payment. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made by COUNTY to CONTRACTOR no later than thirty (30) days following receipt of invoice.

6.4 COUNTY shall not be responsible or liable for invoice payments, if any invoice is received later than sixty (60) days after the date of services.

## 7. ADMINISTRATION OF AGREEMENT – COUNTY

### 7.1 County's Program Manager

7.1.1 During the term of this Agreement, COUNTY's Program Manager shall be responsible for the overall administration of this Agreement; including but not limited to the following:

a. Monitoring, evaluating, and reporting the progress of CONTRACTOR'S performance.

b. Maintaining and updating all pertinent records.

c. Reviewing and approving program tasks, deliverables, services, and other work.

d. Coordinating with CONTRACTOR's Program Manager, on a regular basis, regarding the performance of each particular task.

e. Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements; and

f. Notifying Accounts Payable Section of amount of Monetary Assessment for CONTRACTOR's failures to correct discrepancies.

7.1.2 COUNTY's Program Manager for this Agreement shall be the following person, or designee:

Los Angeles County Sheriff's Department
Sergeant Joshua W. Thai
International Liaison Unit
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
Phone No. (323) 526-5556

7.1.3 COUNTY's Manager is not authorized to make any change in the Agreement Sum, Period of Performance, or in the terms and conditions of this Agreement, except through formally prepared Change Orders and Amendments, Section 9.

## 8. ADMINISTRATION OF AGREEMENT – CONTRACTOR PROGRAM MANAGER

8.1 CONTRACTOR's Program Manager for this Agreement shall be the following person:

Edward Sznapper
27545 Via Montoya
San Juan Capistrano, CA 92675
Phone No. (949) 493-4453
Fax No. (714) 493-3875

## 9. CHANGE ORDERS AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement. Any such revision shall be accomplished in the following manner:

9.1 For any change which does not affect the scope of work, period of performance, Agreement Sum, or alter any term or condition included in this Agreement, a Change Order shall be prepared and executed by COUNTY's Program Director and the SHERIFF. Approval of County Counsel must be obtained for any changes which affect the Scope of Work.

9.2 For any change requested by COUNTY which does affect the scope of work, period of performance, Agreement sum, or alter any term or condition, a written Amendment shall be prepared, signed by the CONTRACTOR and thereafter submitted to County's Board of Supervisors for consideration and, if approved, execution.

9.3 Notwithstanding the provisions of Section 9, to the extent that extensions of time for CONTRACTOR performance do not impact either the scope of work or cost of this Agreement, COUNTY's Program Manager may, in his/her sole discretion, grant CONTRACTOR no-cost extensions of time, provided that the aggregate of all such extensions during the term of this Agreement shall not exceed ninety (90) days. CONTRACTOR agrees that such extensions shall not change any other term or condition of this Agreement during the period of such extensions.

9.4 COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on documents prepared pursuant to this Agreement and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to such documents, such that the parties need not follow up facsimile

transmissions of such documents with subsequent, non-facsimile transmission of "original" versions of such documents. However, original signatures are required on the original of this Agreement.

## 10. INDEMNIFICATION

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

## 11. INSURANCE COVERAGE REQUIREMENTS

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

11.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

COUNTY of Los Angeles Sheriff's Department
4700 Ramona Boulevard, Room 324 East
Monterey Park, California 91754
Attention: Mr. Tom Harwood, Contract Administration Unit

Prior to commencing services under this Agreement. Such certificates or other evidence shall:

a. Specifically identify this Agreement.

b. Clearly evidence all coverages required in this Agreement.

c. Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

e. Identify any deductibles or self-insured retentions for County's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

11.4 **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:

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

b. Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

c. Any injury to a CONTRACTOR's employee which occurs on COUNTY property. This report shall be submitted on a COUNTY Non-Employee Injury Report to the COUNTY's Contract Manager.

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Agreement.

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

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

| | |
|---|---|
| General Aggregate: | $1 Million |
| Products/Completed Operations Aggregate: | $ 500,000 |
| Personal and Advertising Injury: | $ 500,000 |
| Each Occurrence: | $ 500,000 |

11.7 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $300,000 for each accident. Such insurance shall include coverage for all owned, hired and non-owned vehicles, or coverage for any auto.

11.8 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than $1million per occurrence and $3million aggregate. The coverage also shall provide an extended two years reporting period commencing upon termination or cancellation of this Agreement.

## 12. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

CONTRACTOR shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of COUNTY Board of Supervisors. Any unapproved assignment or delegation without said consent shall be null and void. Any payments by COUNTY to any approved delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against the COUNTY and shall be subject to setoff, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY.

## 13. COVENANT AGAINST CONTINGENT FEES

13.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

13.2 For breach of this warranty, COUNTY shall have the right to terminate this Agreement and, in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

## 14. INDEPENDENT CONTRACTOR STATUS

14.1 This 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 are not the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall function as, and in all respects is, an independent CONTRACTOR.

14.2 CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. 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.

14.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of workers' compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR hereunder.

14.4 CONTRACTOR shall provide to COUNTY an executed CONTRACTOR Employee Acknowledgment, Confidentiality Agreement (Exhibit B) for each of its employees performing work under this Agreement. Such Agreements shall be delivered to the COUNTY's Program Manager, on no later than the date each such CONTRACTOR employee first performs work under this Agreement.

14.5 The employees and agents of CONTRACTOR, shall, while on the premises of COUNTY, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

## 15. SUBCONTRACTING

No performance of this AGREEMENT or any portion thereof may be assigned or subcontracted by the CONTRACTOR to assign or subcontract any performance of the terms of the AGREEMENT without the express written consent of the COUNTY of Los Angeles and without such written consent shall be null and void and shall constitute a breach of this AGREEMENT.

## 16. RECORDS AND AUDITS

16.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards, and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement 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 COUNTY's

option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

16.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

16.3 Failure on the part of CONTRACTOR to comply with the provisions of this Section 16 shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.

## 17. PUBLICITY

CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, 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 this Agreement, with the following conditions:

17.1 CONTRACTOR shall develop all publicity material in a professional manner.

17.2 During the term of this Agreement, CONTRACTOR shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Program Director.

17.3 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 17 shall apply.

## 18. WARRANTIES

18.1 CONTRACTOR warrants it shall promptly correct any and all defects, errors, or omissions in the tasks, deliverables, services, and other work provided pursuant to this Agreement. The correction of all such defects, errors or omissions shall be at no cost to COUNTY.

18.2 CONTRACTOR further warrants that:

18.2.1 CONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement;

18.2.2 All tasks, deliverables, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel. Time is of the essence for CONTRACTOR's performance under this Agreement;

18.2.3 Any software or data analysis used by CONTRACTOR shall be available to COUNTY during the term of this Agreement and for a period of four (4) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of CONTRACTOR;

182.4 All tasks, deliverables, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry; and

18.2.5 All hardware/software provided under this Agreement shall perform according to the requirements set forth in the Statement of Work and in the documentation produced pursuant thereto and shall be Year 2000 compliant.

18.3 CONTRACTOR further warrants that all materials, documentation, software, equipment, and/or workmanship provided by CONTRACTOR shall be warranted during the term of the Agreement and following acceptance by the COUNTY. During the warranty period, CONTRACTOR shall provide maintenance and repair services, including equipment replacement, at no cost to the COUNTY.

## 19. COMPLIANCE WITH APPLICABLE LAW

19.1 CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

19.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability, including but not limited to any damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of

CONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, and ordinances.

## 20. FAIR LABOR STANDARDS

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

## 21. NON-DISCRIMINATION IN EMPLOYMENT

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

21.2 CONTRACTOR shall certify to, and comply with, the provisions of Part 3, Contractor's EEO Certification.

21.3 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, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or CONTRACTOR's without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

21.5 CONTRACTOR certifies that it is in compliance with all federal, state, and local laws, including, but not limited to:

21.5.1 Title VI, Civil Rights Act of 1964;

21.5.2 Section 504, Rehabilitation Act of 1973;

21.5.3 Age Discrimination Act of 1975;

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

21.5.5 Title 43, Part 17, Code of Federal Regulations, Subparts A & B and that CONTRACTOR shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

21.6 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 21 when so requested by COUNTY.

21.7 If COUNTY finds that any of the provisions of this Section 21 have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this 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 shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

21.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this 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 or suspending this Agreement.

## 22. EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meets the citizenship or alien status requirements set forth in Federal statutes and regulations.

22.2 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. CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from and against any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

## 23. CAPTIONS AND SECTION HEADINGS

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

## 24. WAIVER

No waiver by either party of any breach of any provision of this 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 this Agreement shall not be construed as a waiver thereof.

## 25. GOVERNING LAW, JURISDICTION AND VENUE

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

## 26. SEVERABILITY

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

## 27. CONSIDERATION OF HIRING COUNTY EMPLOYEES

### 27.1 Consideration of Hiring County Employees

Should CONTRACTOR require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth

herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.

27.2 Prohibition Against Inducement or Persuasion

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement.

## 28. TERMINATION FOR GRATUITIES

COUNTY may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this Agreement upon one (1) 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 or employee of COUNTY with a view toward securing a Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such 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.

## 29. TERMINATION FOR INSOLVENCY

29.1 COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following events of insolvency:

29.1.1 If CONTRACTOR has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of such laws;

29.1.2 The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code with CONTRACTOR as debtor hereunder;

29.1.3 The appointment of a Receiver or Trustee for CONTRACTOR; or

29.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.

29.2 The rights and remedies of COUNTY provided in this Section 29 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 30. TERMINATION FOR DEFAULT

30.1 COUNTY may, by written notice to CONTRACTOR, terminate in whole or in part this Agreement if, in the judgment of COUNTY's Program Director:

30.1.1 CONTRACTOR has materially breached this Agreement as elsewhere provided herein: or

30.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or

30.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

30.2 In the event that COUNTY terminates this Agreement in whole or in part as provided in Subsection 30.1, COUNTY may procure, upon commercially reasonable terms consistent with COUNTY procurement policies, goods and/or services comparable to those so terminated, and CONTRACTOR shall be liable to COUNTY for any and all excess costs (i.e., re-procurement, project delay, higher CONTRACTOR prices, etc.) incurred by COUNTY, as determined by COUNTY, for acquiring such comparable goods and/or services. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 30.

30.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any excess costs of the type identified in Subsection 30.2 if its failure to perform under this Agreement arises from force majeure, i.e., causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes include, but are not necessarily limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every

case, the failure to perform must be beyond the control and without the fault or negligence of 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 the fault or negligence of either, 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. As used in this Subsection 30.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

30.4 If, after COUNTY has given notice of termination under the provisions of this Section 30, it is determined by COUNTY that CONTRACTOR was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 31 (Termination for Convenience).

30.5 The rights and remedies of COUNTY provided in this Section 30 are non-exclusive and cumulative.

## 31. TERMINATION FOR CONVENIENCE

31.1 COUNTY may terminate this Agreement, in whole or in part, when such action is deemed by COUNTY to be in its best interest. 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, which shall be no less than ten (10) days after the notice is sent.

31.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

31.2.1 Stop work under this Agreement, as identified in such notice, on the date and to the extent specified;

31.2.2 Transfer title and deliver to COUNTY all completed work and work in process; and

31.2.3 Complete performance of such part of the work as shall not have been terminated by such notice.

31.3 For a period of five (5) years after final settlement under this Agreement, CONTRACTOR shall make available to COUNTY, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs

and expenses of CONTRACTOR under this Agreement with respect to the termination of work hereunder. 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 COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

## 32. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, 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 COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Agreement is subject to partial or full termination as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such funding limitation at the earliest possible date.

## 33. TERMINATION FOR IMPROPER CONSIDERATION

33.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this 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 the 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.

33.2 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 the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## 34. AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole option of COUNTY's Program 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 by cash payment.

## 35. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party obtains knowledge of any situation potentially delaying the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

## 36. CONFLICT OF INTEREST

36.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in, CONTRACTOR, may in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to influence COUNTY's approval or ongoing evaluation of such work.

36.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts, which create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which 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, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 36 shall constitute a material breach of this Agreement.

## 37. MOST FAVORED PUBLIC ENTITY

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

## 38. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

38.1 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 its employees, subcontractors or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

38.2 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 COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

## 39. RESTRICTIONS ON LOBBYING

39.1 Federal Funds Projects

If any Federal funds are to be used to pay for any of CONTRACTOR's services under this Agreement, CONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 31.9 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

39.2 County Projects

CONTRACTOR, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, 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's Lobbyist Ordinance shall constitute a material

breach of this Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

39.3 County Lobbyist Ordinance

Contractor and each County lobbyist or County Lobby7ist firm as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that they are familiar with the Los Angeles County Code Chapter 2.169 and that all persons acting on behalf of the Contractor will comply with the County Code. Failure on the part of the Contractor and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a materials breach of the Agreement upon which the Commission may immediately terminate this Agreement and the Contractor shall be liable for civil action.

## 40. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or sent by prepaid first-class certified mail to the offices below. Addressees may be changed by either party upon ten (10) days prior written notice. COUNTY's Program Director may issue all notices or demands, which are required or permitted by COUNTY under this Agreement. Notices to COUNTY and CONTRACTOR shall be sent as follows:

1) Sheriff's Program Director
4900 Eastern Ave. 102
Commerce, CA 90040
(323) 890 5475

or

Sheriff's Program Director
4700 Ramona Blvd.
Monterey Park, CA 91754
(323) 981-5853

2) Edward Sznapper
27545 Via Montoya
San Juan Capistrano, CA 92675
Phone No. (949) 493-4453
Fax No. (949) 493-3875

## 41. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of

Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement in whole or in part, or impose other penalties as specified in this Agreement.

## 42. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

42.1 Contractor's Warranty Of Adherence To County's Child Support Compliance Program

42.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Agreement 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.

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

42.2 Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 42.1 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors

may terminate this Agreement pursuant to Section 30, TERMINATION FOR DEFAULT.

42.3 Contractor's Acknowledgment Of County's Commitment To Child Support Enforcement

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

## 43. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the Effective Date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services Greater Avenues for Independence **(GAIN)** Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

## 44. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

## 45. CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 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 CONTRACTOR's.

45.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other Agreements which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding on COUNTY Agreement's for a specified

period of time not to exceed three (3) years, and terminate any or all existing Agreements, CONTRACTOR may have with COUNTY.

45.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following:

45.3.1 Violated any term of an Agreement with the COUNTY;

45.3.2 Committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Agreement with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on the same;

45.3.3 Committed an act or offense which indicates a lack of business integrity or business honesty;

45.3.4 Made or submitted a false claim against COUNTY or any other public entity;

45.4 If there is evidence that CONTRACTOR may be subject to debarment, COUNTY's Program Director 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.

45.5 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 proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the CONTRACTOR Hearing Board, CONTRACTOR, may be deemed to have waived all rights of appeal.

45.6 A record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

45.7 These terms shall also apply to subcontractors of the COUNTY CONTRACTORS.

## 46. INSPECTION

46.1 COUNTY's Program Manager or designee shall have the right at all times to inspect or otherwise evaluate the work being performed and software provided by CONTRACTOR. COUNTY reserves the right to reject all materials and workmanship found, at COUNTY's sole discretion, to be unacceptable. CONTRACTOR shall immediately remedy unacceptable workmanship at no expense to COUNTY.

## 47. CONTRACTOR NON-DISCLOSURE AND SECURITY RESPONSIBILITIES

47.1 CONTRACTOR shall protect the security, keep confidential, and use whatever security measures are necessary to protect COUNTY data, records, information, or property from loss or destruction regardless of cause, including but not limited to fire, theft, vandalism, or water damages.

47.2 CONTRACTOR shall provide to COUNTY an executed Contractor Employee Acknowledgment and Confidentiality Agreement form, for each employee performing work under this Agreement. This form shall be delivered to the COUNTY's Program Manager, on or immediately after the effective date of this Agreement, but in no event later than the date any such employee first performs work under this Agreement.

## 48. CONTRACTOR COMPLIANCE WITH SHERIFF'S DEPARTMENT ANTI-DISCRIMINATION POLICIES AND PROCEDURES/INDEMNIFICATION

48.1 Contractor and all its employees and agents shall be subject to the County and Department's policies and procedures regarding anti-discrimination, anti-harassment, equality and similar or related policies, including, but not limited to policy number 3-01/030.72 regarding Sexual Harassment and Retaliation. Contractor agrees that a violation of said policies or procedures shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, suspend the Agreement, or take other appropriate action in its discretion.

48.2 Contractor agrees to indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, all formal, informal, internal, external, administrative or judicial actions and proceedings, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor and its employees' acts or omissions alleged to be in violation of anti-discrimination, anti-harassment, equality and similar or related policies, procedures or laws.

48.3 The CONTRACTOR represents and warrants to the COUNTY, and COUNTY relies on such representation and warranty, that the CONTRACTOR has the necessary skills, competence and expertise to fully and completely perform the specialized services and for under this Agreement. The COUNTY and the CONTRACTOR understand and agree that the CONTRACTOR is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objects and/or purposes specified and/or requested by the COUNTY pursuant to this Agreement.

## 49. RETENTION OF BUSINESS RECORDS

49.1 CONTRACTOR shall maintain accurate and complete financial records of his activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete records relating to his performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of four (4) years thereafter, at CONTRACTOR's expense.

49.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

49.3 Failure on the part of CONTRACTOR to comply with the provisions of this Section 49 shall constitute a material breach of the Agreement for which COUNTY may immediately terminate or suspend this Agreement.

## 50. RENEGOTIATION OF PAYMENT OBLIGATIONS

50.1 In the event COUNTY Board of Supervisors adopts a budget for any fiscal year of this Agreement which, compared to the preceding fiscal year, requires reductions in the salary and benefit levels payable to COUNTY employees, and imposes similar reductions with respect to COUNTY

Agreements, COUNTY and CONTRACTOR shall renegotiate this Agreement with the objective of achieving savings consistent with such reductions.

50.2 Negotiated payment terms achieved pursuant to Agreement Sum, Section 5, if wholly within the scope of the adopted budget reductions are deemed to fall within this Section 50 hereof and may be incorporated into this Agreement by a Change Order.

50.3 CONTRACTOR reserves the right to terminate performance hereunder if renegotiations within a reasonable time period under this Section 50 do not result in satisfactory payment terms.

## 51. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of COUNTY's competitive procurement and an arm length response and negotiations between CONTRACTOR and COUNTY, during which each party has had an opportunity to receive advice from independent legal counsel of its choosing. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

## 52. RIGHT OF FIRST REFUSAL FOR EMPLOYMENT OPENINGS

52.1 Should the CONTRACTOR required additional personnel after the award of this Agreement, to perform the services set forth herein, the CONTRACTOR or shall give the Right of First Refusal to such employment openings to the County employees affected by this Agreement. Such offers of employment shall be in writing, and shall be valid for a period of fifteen (15) calendar days. The or shall not engage the services of other individuals until all such employees have been offered employment, and have accepted, refused, or not responded within the fifteen (15) calendar day period. Employment offers to the County employees shall be under the same conditions and rate of compensation, which apply to other individuals who are employed, or may be employed by the CONTRACTOR. The CONTRACTOR shall maintain records of each employment offer made to the County employees and other individuals. Such reports shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

52.2 County's employees who are employed by the CONTRACTOR under this provision shall not be discharged during the term of the Agreement expect for cause.

52.3 Nothing in the Agreement shall be construed to create an interest in any person or entity as third party beneficiary of this Agreement.

## 53. RECYCLED BOND PAPER

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

## 54. SURVIVAL

The following provisions of this Agreement shall survive its expiration or termination for any reason: Subcontracting Indemnity, Indemnification, Insurance, Publicity, Fair Labor Standards, Governing Law, Jurisdiction and Venue.

## 55. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all information, documents, and records pertaining to the work of the COUNTY and to the professional services under the AGREEMENT, and shall not publish or disseminate any such information to any third party, except as required by law and the terms of the agreement.

## 56. NON-EXCLUSIVITY

COUNTY has contracted with more than one (1) vendor for consultant investigative services. The COUNTY has established a roster of qualified firms from which to draw from to achieve its service requirements but does not guarantee a minimum amount of work. CONTRACTOR acknowledges that it is not the exclusive CONTRACTOR of the services to be provided here. COUNTY reserves the right to itself to perform any services.

## 57. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if both parties drafted it hereto.

## 58. ENTIRE AGREEMENT

This Agreement, as defined in Section 1.1 shall constitute the complete and exclusive statement of understanding between the parties, which supersedes any and all previous Agreements, written and/or oral, and all communications between the parties, regarding the subject matter of this Agreement.

## 59. AUTHORIZATION WARRANTY

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

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**IN WITNESS WHEREOF,** the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and CONTRACTOR has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

THE COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS

Executive Officer-Clerk of the
Board of Supervisors

by: _____
Deputy

CONTRACTOR

by: _____

EDWARD SZNAPPER

Consultant

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

by: _____
Rene C. Gilberston
Deputy County Counsel

# EXHIBIT A

## STATEMENT OF WORK

## EXHIBIT A

# INTERNATIONAL LIAISON CONSULTANT SERVICES

## 1. OVERVIEW

The CONSULTANT shall serve as a liaison between the Department and 88 foreign consulates in the Los Angeles area. The CONSULTANT shall assist in providing and developing training lectures, seminars for Consular Personnel, Departmental Personnel and outside agencies. The CONSULTANT has over 18 years of experience in the diplomatic arena and is fluent in several foreign languages. The CONSULTANT has experience in dealing with the Vienna Convention Laws and has a Master Degree in International Relations. The CONSULTANT will review treaties between the United States and other countries when law enforcement is an issue. The CONSULTANT will prepare presentations, lectures, and tours on the operations of the Department for foreign visitors; and represent the Sheriff's Department at foreign consular functions, which includes coordinating a 24-hour interpreter service.

The Los Angeles County Sheriff's Department has the distinction of being one of the only few law enforcement agencies in the United States that is fully involved with the diplomatic community. The SHERIFF requires the services of a consultant with the expertise in foreign cultures and protocols.

## 2. SCOPE OF SERVICES

A. Assist with developing and providing training lectures and seminars for Departmental personnel and other law enforcement agencies on policy and procedures for dealing with consular and diplomatic officials where diplomatic immunity is an issue.

B. Assist the Sheriff's Department in issuing and controlling the Department Consular Identification Credentials, including but not limited to:

1) Conduct background check.

2) Ensure all appropriate paperwork is correctly submitted.

3) Maintain a master list of all identification cards issued.

C. Assist in the Review and Analysis of different foreign publications, including but not limited to:

1) Evaluate and study newspapers (daily/weekly/monthly), including, but not limited to foreign newsletters (governmental level).

2) Review foreign video tapes.

D. Prepare and maintain daily/monthly reports

1) Maintain monthly statistics on various diplomatic issues and services for the SHERIFF's review.

E. Assist the Department in coordinating departmental security for visiting foreign government officials, including but not limited to:

1) Prepare bilingual orientations, tours, presentations, and lectures on overall operations of the Department for foreign visitors.

2) Coordinate the provision of interpretation services to investigative Units on a 24-hour basis.

3) Disseminate information and provide referral services for the benefit of non-English speaking consulates and communities.

F. Assist with law enforcement requests for translations and/or interpretations, including but not limited to:

1) Translate, read, interpret, and/or prepare written translations.

2) Locate Sheriff's personnel to assist Sheriff's Department with translation or interpretation services.

3) Coordinate translation/interpretation requests with other law enforcement agencies.

4. GENERAL REQUIREMENTS

The SHERIFF shall, on a regular basis, monitor the CONSULTANT's performance based on, but not limited to, the following:

A. Compliance with contract terms

B. Ability to provide services

5. WORK HOURS, DAYS AND LOCATION

A. Work hours may vary dependent on the needs of the SHERIFF, but will not exceed 1000 hours per.

B. Work may be conducted seven days a week, except on Board of Supervisor's approved County holidays.

C. Work shall be conducted at locations as approved by SHERIFF during the term of this agreement.

6. MILEAGE

CONSULTANT shall be required to travel throughout Los Angeles and adjoining counties. COUNTY shall reimburse CONSULTANT for mileage incurred at the current COUNTY mileage premitee rate. CONSULTANT shall submit mileage claims as part of the monthly invoice.

# EXHIBIT B

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# PAYMENT PROVISIONS

**CONTRACT SUM:** The Contract Sum under this AGREEMENT shall be the total monetary amount payable by County to Contractor for providing all the tasks, goods, services, and other work specified under this Agreement. All work completed by Contractor must be approved in writing by COUNTY. If County does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

**INVOICES, CHARGES FOR SERVICE AND PAYMENTS:** Charges for services provided during the term of this AGREEMENT shall be billed thirty (30) days in arrears. CONSULTANT shall submit an original and one copy of the invoice addressed as shown below for the applicable billing period and only for providing COUNTY authorized and COUNTY approved tasks, services, equipment, supplies and all other work and goods required hereunder.

Los Angeles County Sheriff's Department - Headquarters
Fiscal Administration - Accounts Payable
4700 Ramona Boulevard
Monterey Park, California 91754-2169

CONTRACTOR shall submit one copy of the invoice addressed as shown below to the Project Manager, who shall approve the invoice and forward it to Accounts Payable as verification of payment approval.

Los Angeles County Sheriff's Department
International Liaison Unit
Deputy Joshua Thia
4700 Ramona Boulevard
Monterey Park, California 91754-2169
Tel: (323) 526-5556

COUNTY shall pay each invoice within thirty (30) calendar days following receipt of a complete and correct billing, upon COUNTY acceptance of completed work, and provided that CONTRACTOR is not default under any provisions of the AGREEMENT.

**TAXES:** COUNTY shall pay all applicable federal, state and local taxes, including property taxes. COUNTY shall, in no event, be liable for payment of income taxes incurred by CONTRACTOR as a result of its operations under this AGREEMENT.

COUNTY shall not be responsible for invoice payments if any invoice is received later than sixty (60) days after the date of services.

Name:_____

Signature:_____

Date: _____

# EXHIBIT C

EXHIBIT C

# EXHIBIT C

## CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME: International Liaison Consultant

CONTRACTOR: Mr. Edward Sznaper

LOS ANGELES COUNTY
CONTRACT NUMBER: _____

General Information

As an independent contractor, you entered into the above-referenced Agreement with the County of Los Angeles (hereafter "County") to provide certain services to the County pursuant to the above-referenced County contract (the "Agreement"). The County requires your signature on this Exhibit C, Contractor Acknowledgment and Confidentiality Agreement.

Contractor Acknowledgment

I understand and agree that I am an independent contractor for purposes of the Agreement. I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between myself and any other person or entity.

Confidentiality

I may be involved with work pertaining to services provided by the County and, if so, I may have access to confidential data, information and materials pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to confidential proprietary data, information and materials which are owned and/or copyrighted by the County or other vendors doing business with the County. The County and I have a legal obligation to protect all such confidential data, information and materials in its possession, especially data, information and materials concerning health, criminal and welfare recipient records and proprietary data, information and materials. Consequently, I must sign this Exhibit C Agreement as a condition of my work provided to the County. I will read this Exhibit C Agreement and take due time to consider it prior to signing.

## CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT



PROJECT NAME: International Liaison Consultant

CONTRACTOR: Mr. Edward Sznaper

LOS ANGELES COUNTY
CONTRACT NUMBER: _____

I hereby agree that I will not divulge to any unauthorized person any data, information, or materials obtained while performing work on and/or related to the Agreement. I agree to forward all requests for the disclosure or release of any data, information, or materials received by me to the County Project Manager.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created or provided to or by me as related to the above-referenced County Agreement. I agree to protect these confidential items against disclosure to other than the County Project Manager or County employees who have a need to know the information. I agree that if proprietary data, information and materials of the County, myself, or other vendors doing business with the County is provided to me during this Agreement, I shall keep such data, information and materials confidential.

I agree to report to the County Project Manager any and all violations of the Agreement or this Confidentiality Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential data, information and materials to the County Project Manager upon completion or termination of the Agreement.

I acknowledge that violation of this Exhibit C Agreement will subject me to civil and/or criminal action and that the County may seek all possible legal and/or equitable redress, including but not limited to injunctive relieve.

## CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT



PROJECT NAME: International Liaison Consultant

CONTRACTOR: Mr. Edward Sznaper

LOS ANGELES COUNTY
CONTRACT NUMBER: _____

Name: Mr. Edward Sznaper

_____ _____
Signature Date

Social Security Number: _____

STATE OF CALIFORNIA )
)ss.
COUNTY OF LOS ANGELES )

On _____, 20____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared (name of contractor) personally known to me or provided to me on the basis of satisfactory evidence to be the individual that executed the Confidentiality Agreement.

WITNESS my hand and official seal.

_____
Notary Public