County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER
AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: **Wednesday, November 17, 2021**
TIME: **10:00 a.m.**

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#
Click here to join the meeting

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. **CALL TO ORDER**

2. **GENERAL PUBLIC COMMENT (15 Minutes)**

3. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

   A. Board Letter:
   AUTHORIZE PARTICIPATION IN THE SUPER BOWL LVI OFFICIALLY LICENSED BADGE PROGRAM FISCAL YEAR 2021-22
   Speaker(s): Klaus Girmes (Sheriff's)

   B. Board Letter:
   AUTHORIZE THE PURCHASE AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO PRATT WHITNEY CANADA FOR THE ACQUISITION OF A HELICOPTER ENGINE
   Speaker(s): Theresa Barrera and Jon O'Brien (Fire)

   C. Board Letter:
   APPROVAL OF CONTRACTS AND MASTER AGREEMENTS FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES
   Speaker(s): Theresa Barrera and Eleni Pappas (Fire)

   D. Board Letter:
   AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) FOR THE ELDER ABUSE (XE) PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FOR FY 2021-22 AND FOR GRANT PERFORMANCE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2022
   Speaker(s): Tiffiny Blacknell and Michael Au-Yeung (DA)

E. Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) FOR HUMAN TRAFFICKING ADVOCACY PROGRAM (HA) FOR PERFORMANCE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2022 (CY 2021)
Speaker(s): Tiffiny Blacknell and Michael Au-Yeung (DA)

F. Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE AND ACCEPT GRANT FUNDING FROM THE CALIFORNIA STATE DEPARTMENT OF INSURANCE FOR THE LIFE AND ANNUITY CONSUMER PROTECTION PROGRAM FOR FISCAL YEAR (FY) 2021-22
Speaker(s): Melanie Rubio and Michael Au-Yeung (DA)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:
AUTHORITY TO CHARGE FOR BRUSH CLEARANCE ENFORCEMENT COSTS UPON DECLARED PARCELS, INCLUDING INVESTIGATION, BOUNDARY DETERMINATION, MEASUREMENT, CLERICAL AND OTHER RELATED COSTS
Speaker(s): Theresa Barrera and Nick Duvally (Fire)

B. Board Letter:
REQUEST APPROVAL OF FY 2022-23 JUVENILE JUSTICE REALIGNMENT BLOCK GRANT PLAN TO HOUSE, CARE AND SUPPORT YOUTH, AS AN ALTERNATIVE TO THE STATE'S DIVISION OF JUVENILE JUSTICE
Speaker(s): Adam Bettino (Probation)

C. Board Letter:
APPROVAL OF A SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM (PSAMS) AND RELATED SERVICES
Speaker(s): Robert Smythe, David Grkinich and Jim Green (Probation)

D. Board Briefing:
CIVILIAN OVERSIGHT COMMISSION (COC) AND OFFICE OF INSPECTOR GENERAL MONTHLY BRIEFING (OIG)
Speaker(s): Brian Williams (COC) and Max Huntsman (OIG)

E. Board Briefing:
DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE MONTHLY BRIEFING
Speaker(s): Adam Bettino (Probation)

5. PUBLIC COMMENTS

CLOSED SESSION

CS-1 **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
(Subdivision (a) of Government Code Section 54956.9)

Non-Litigated Cliams of Chung Sook Choi - Kwon, the Chung S. Choi-Kown Revocable trust, Gwasso Baik aka Gwansoo Baik, Rachel Baik aka Hyoyoung Baek, and Changwoo Jang.

Department: Sheriff's

CS-2 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
(Subdivision (d) of Government Code Section 54956.9)

Claim of Richard Doyle

Department: District Attorney's Office

6. ADJOURNMENT

THE NOVEMBER 24, 2021 MEETING IS CANCELLED.

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

November 30, 2021

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:

AUTHORIZE PARTICIPATION IN THE
SUPER BOWL LVI OFFICIALLY LICENSED BADGE PROGRAM
FISCAL YEAR 2021-22
(ALL DISTRICTS) (3 VOTES)

DRAFT

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) and the Consolidated Fire Protection District of Los Angeles County (District) are seeking Board of Supervisors (Board) approval to participate in the Super Bowl LVI Officially Licensed Commemorative Badge Program (Program). With the authority of the Board, the Los Angeles County Sheriff's Department and the District will allow authorized sworn personnel to participate in this optional and voluntary Program, at their own expense, and allow the participating employees to wear the commemorative Super Bowl LVI badges for a limited time.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS AND THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION AND IN JOINT RECOMMENDATION WITH THE SHERIFF'S DEPARTMENT:

1) Authorize the Fire Chief and Sheriff, or their designees, to allow their authorized sworn personnel to participate in the Super Bowl LVI Officially Commemorative Licensed Badge Program and to delegate authority to the Fire Chief and the Sheriff, or their designees, to execute a participation agreement with the National Football League's (NFL's) only authorized badge vendor, Infinite Products Group, Inc.

2) Authorize Infinite Products Group, Inc., a temporary license to be a retail distributor of the commemorative Super Bowl LVI County badges using the Department and District names and insignias, only for the Super Bowl LVI event.

3) Authorize the Fire Chief and Sheriff, or their designees, to allow the authorized sworn personnel to wear the specially designed Super Bowl LVI County badges for the month of February 2022, and to allow the participating sworn personnel to retain the badges as keepsakes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To commemorate our partnership with the community and this historical occasion, the participating public safety agencies, including the District and the Department, will purchase commemorative Super Bowl LVI badges to wear during the month of February 2022. In coordination with the District and the Department, the commemorative badge will be encased at the employee's own expense. Participation in the Super Bowl LVI Badge Program is optional and purely voluntary for its personnel. Sworn Department members who wish to participate will be able to purchase the commemorative badge from the NFL's only authorized vendor, Infinite Products Group, Inc.

Participating personnel shall be deemed as active uniformed District and Department personnel, including Department reserves; and also sworn as approved by the Sheriff or other active District personnel approved by the Fire Chief The commemorative badge shall be purchased by participating personnel as described herein. At the time of the commemorative badge purchase, participating personnel shall also purchase a "Lucite kit", in coordination with the Department or District, to encase the commemorative badge at the end of the Super Bowl LVI event – February 13, 2022. Participating personnel shall maintain possession of the commemorative badge and, at the conclusion of the Super Bowl LVI event, shall surrender it to each department's respective badge control unit where, in coordination with their respective departments, will proceed for the commemorative badge's encasement as a keepsake in a block of Lucite so as to render the badge unusable for active service. At that time, the prior badge shall reissued to those authorized.

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Implementation of Strategic Plan Goals

Foster vibrant and resilient communities. Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of and work of public-private partnering entities supporting vibrant communities.

FISCAL IMPACT/FINANCING

Personnel who choose to participate would be required to purchase the commemorative badge at their own expense. As noted, the process would mirror that which is currently in place for existing issued badges and honorably retired personnel.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the County of Los Angeles Code of Ordinance, section 5.64.130, the Board may allow the issuance of badges by order of the Executive Officer of the Board of Supervisors and allows authorized personnel to wear County badges, including sworn personnel from the Department and the District.

Further, under the County of Los Angeles Code of Ordinance, section 5.64.095, the Executive Office of the Board of Supervisors may authorize the retention of old badges as keepsakes so long as it is encased in a block of Lucite, or similar material, to render the badges unusable for active service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Super Bowl LVI Badge Program has no impact on current services.

CONCLUSION

The current Department and District badge is recognized worldwide and is a symbol of prestige and honor. A recommendation for its replacement, however brief, is not proposed without recognizing that fact. However, the prestige of today's badge is born of the professional growth and history of the District and Department - its accomplishments, lessons learned, and improvements made. A campaign of this nature will further enable the District and the Department to understand our history, better appreciate our roots, professional growth, and accomplishments, and hopefully encourage our workforce to further the legacy of providing only the finest service to our communities.

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Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

ANTHONY C. MARRONE
INTERIM FIRE CHIEF

AV:TKM:rmg
(Personnel Administration Bureau)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Robert R. Lewis, Commander, Personnel Command
Yvonne I. O'Brien, Acting Captain, Personnel Administration Bureau (PAB)
Vanessa C. Chow, Sergeant, ASD
Rosa M. Gonzalez, Sergeant, PAB
Kristine D. Corrales, Deputy ASD
(Personnel Administration Bureau - Super Bowl LVI Officially Licensed Badge Program 11-02-21)

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Super Bowl LVI
Officially Licensed Badge Program

Los Angeles County Fire Department

The **Los Angeles County Fire Department** will participate in the Officially Licensed Super Bowl LVI commemorative badge program. **Los Angeles County Fire Department** will allow authorized deputies and personnel to purchase approved Super Bowl LVI badges at their own expense, and will promote the Super Bowl badge program to it's deputies and personnel.

Los Angeles County Fire Department retains the right to limit the quantity of badges that can be purchased by each department employee and will provide quantity or other departmental restrictions for online ordering to SuperBowlBadges.com operated by Infinite Products Group Inc. **No department or government funds are required to participate in the Super Bowl LVI Badge Program**

Los Angeles County Fire Department has chosen to participate in the badge program based on the NFL approved design provided. It is understood that the selected program(s) can be customized to accommodate a variety of titles, finishes, and options. Due to the size and complexity of the Super Bowl Badge Program some options are limited. It is further understood that no changes can be made to the size or physical structure or size of the design.

For security purposes, all badges will be shipped to a central address and designated point of contact at **Los Angeles County Fire Department** for distribution to personnel.

The undersigned agrees to the statement outlined above and affirms that s/he is authorized to confirm department participation on behalf of **Los Angeles County Fire Department**

_____ _____

Authorized Signature Print Title and Name

Department / Agency Contact:

Title/Name _____

Email: _____ Phone: _____

Return completed form to Contact@InfiniteProductsGroup.com

Super Bowl LVI
Officially Licensed Badge Program

Los Angeles County Sheriff's Department

The **Los Angeles County Sheriff's Department** will participate in the Officially Licensed Super Bowl LVI commemorative badge program. **Los Angeles County Sheriff's Department** will allow authorized deputies and personnel to purchase approved Super Bowl LVI badges at their own expense, and will promote the Super Bowl badge program to it's deputies and personnel.

Los Angeles County Sheriff's Department retains the right to limit the quantity of badges that can be purchased by each department employee and will provide quantity or other departmental restrictions for online ordering to SuperBowlBadges.com operated by Infinite Products Group Inc. **No department or government funds are required to participate in the Super Bowl LVI Badge Program**

Los Angeles County Sheriff's Department has chosen to participate in the badge program based on the NFL approved design provided. It is understood that the selected program(s) can be customized to accommodate a variety of titles, finishes, and options. Due to the size and complexity of the Super Bowl Badge Program some options are limited. It is further understood that no changes can be made to the size or physical structure or size of the design.

For security purposes, all badges will be shipped to a central address and designated point of contact at **Los Angeles County Sheriff's Department** for distribution to personnel.

The undersigned agrees to the statement outlined above and affirms that s/he is authorized to confirm department participation on behalf of **Los Angeles County Sheriff's Department**

_____ _____

Authorized Signature Print Title and Name

Department / Agency Contact:

Title/Name _____

Email: _____ Phone: _____

Return completed form to Contact@InfiniteProductsGroup.com

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
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THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

December 7, 2021

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

Dear Supervisors:

AUTHORIZE THE PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO PRATT WHITNEY CANADA FOR THE ACQUISITION OF A HELICOPTER ENGINE (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to allow the Director of the Internal Services Department (ISD), as the Los Angeles County's (County) Purchasing Agent, to proceed with the sole source acquisition of a new PT6T-3B helicopter turboshaft engine (helicopter engine) at a cost not to exceed $600,000.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve the District's request and authorize the County's Purchasing Agent, to proceed with the sole source acquisition process on behalf of the District, with Pratt Whitney Canada (P&WC), to acquire a helicopter engine at a cost not to exceed $600,000.

2. Find that this acquisition is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will allow the acquisition of a new helicopter engine from P&WC to be utilized on the District's Bell 412 helicopters.

The District needs to send in a 25-year-old PT6T-3B helicopter turboshaft engine, serial number CP-PS-63388 for its second overhaul and the replacement of time-life components under contract number 77850. The estimated cost for the repairs is approximately $404,000. In three years, an additional $200,000 will be required to replace other time-life components.

P&WC has offered the District a new zero-time helicopter engine in exchange for engine serial number CP-PS-63388 and at a cost not to exceed $535,000, which represents a 36% cost savings from the List Price.

The exchange for a new zero-time helicopter engine is more beneficial for the District than to complete repairs on an existing engine considering all life limited parts on the new helicopter engine will be new (zero-time). If the District were to repair engine serial number CP-PS-63388, the repaired engine would have life limited parts that are time continued and will only have a portion of their life remaining. This will require further overhaul in the near future, thus incurring more repair cost.

The purchase of this engine will eliminate, to the greatest extent possible, the out-of-service time waiting for engine repairs and overhaul.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District's Fiscal Year 2021-22 Final Adopted Budget includes sufficient funding for the acquisition of a new helicopter engine. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, your Honorable Board adopted a policy whereby departments must obtain Board approval to purchase or finance equipment with a unit cost of $250,000 or greater prior to submitting their requisitions to the Purchasing Agent.

The District has used P&WC as a sole source vendor for its Bell 412 engine overhauls, repairs, and purchases for the past 23 years as they are the Original Equipment Manufacturer (OEM). Purchasing the engine directly from P&WC will allow the District to save money by taking advantage of special pricing and customer discounts.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through and accomplished by the Purchasing Agent in accordance with the County's purchasing policies for sole source purchases.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable the District to continue our efforts to provide fire protection and life safety services to the residents of Los Angeles County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office, Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

Internal Services Department
Purchasing & Contracts Services
Attention Gerald Plummer, Division Manager
1100 North Eastern Avenue, Suite 102
Los Angeles, CA 90063
GPlummer@isd.lacounty.gov

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:th

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

SOLE SOURCE CHECKLIST

Check (✓)	**JUSTIFICATION FOR SOLE SOURCE CONTRACTS** **Identify applicable justification and provide documentation for each checked item.**
✓	➢ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "*Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist* ."
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
✓	➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. *(Please see attached)*
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. *(Please see attached)*

PENDING

Chief Executive Office

Date

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
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FIRST DISTRICT

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SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

December 7, 2021

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 CONTRACTS AND MASTER AGREEMENTS FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) requires Fire Fleet Maintenance and Repair Services in various service categories on an as needed and intermittent basis for the repair and maintenance of its vehicles and equipment. The District is requesting Board of Supervisors (Board) approval of eight Contracts and two Master Agreements.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Fire Chief, or his designee, to sign eight Contracts and two Master Agreements (Attachment A) between the District and the attached list of selected vendors (Attachment B) to provide Fire Fleet Maintenance and Repair Services.

2. Authorize the maximum sum of $1,480,000 for all eight Contracts and two Master Agreements combined, including an initial Contract and Master Agreement term of three years, two one-year extension options, and twelve month-to-month extension options. The maximum sum represents the total cost based on the District's $1,480,000 annual budget for these services, divided among eight Contracts and two Master Agreements for eight service categories as follows:

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- Allison Transmission Overhaul and Repair Services (Contract): $100,000 annual
- Engine External Component Repair (Contract): $245,000 annual
- Glass and Upholstery Services (Contract): $145,000 annual
- Mobile Air Conditioning Services (Contract): $120,000 annual
- Tire Services (Contract): $250,000 annual
- Towing and Roadside Services (Contract): $100,000 annual
- Vehicle Engine, Internal Component Overhaul and Repair Services (Contract): $50,000 annual
- Frame, Body, Glass Replacement, Upholstery and Paint Repair Services (Master Agreement): $470,000 annual

3. Delegate authority to the Fire Chief, or his designee, to (a) execute amendments, suspensions, or termination if deemed necessary, including the extensions as described in recommendation two above, and in accordance with the approved Contract and Master Agreement terms and conditions; (b) approve and execute amendments to adjust the annual budgets amongst the eight service categories based on utilization, provided the amounts payable under such amendments do not exceed the $1,480,000 annual budget, and increases do not exceed ten percent of each individual total Contract or Master Agreement amount.

4. Find that the Contracts and Master Agreements are exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the District to continue to obtain Fire Fleet Maintenance and Repair Services on an as needed, intermittent basis. Currently, the services are provided by various contract vendors whose existing Contracts will expire on December 31, 2021.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner. The selected vendors have the specialized experience to provide these services effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

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FISCAL IMPACT/FINANCING

The selected vendors are not guaranteed a fixed workload, as the services are required on an as needed and intermittent basis. Sufficient funding is available in the District's Fiscal Year 2021-22 Final Adopted Budget. The District will continue to allocate the necessary funds throughout the duration of the Contracts and Master Agreements. The Contracts include an allowance for Cost of Living Adjustments (COLAs) after the initial three-year base contract term.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These Contracts and Master Agreements include service categories required by the District that comply with the State of California Department of Consumer Affairs, Bureau of Automotive Repair; the State of California Department of Motor Vehicles; and all Original Equipment Manufacturer (OEM) part specifications.

The selected vendors comply with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agree to maintain compliance with all requirements throughout the term of the Contracts and Master Agreements. The attached Contracts and Master Agreements provide that the District has no obligation to pay for expenditures incurred by the selected vendors beyond each of their pricing mechanisms. Further, the selected vendors will not be asked to perform services that exceed the approved scope of work or term.

The CEO's Risk Management Section reviewed the Contracts and Master Agreements prior to the release of the solicitations and concurred with the provisions relating to insurance and indemnification. The Contracts and Master Agreements have been approved as to form by County Counsel and have been signed by the selected vendors. On final analysis and consideration of the award, the selected vendors were selected without regard to race, color, creed, or national origin.

The Living Wage Ordinance provisions do not apply to these Contracts, as these are not Proposition A Contracts as the services are needed on an intermittent basis.

ENVIRONMENTAL DOCUMENTATION

The services provided through the proposed Contracts and Master Agreements will not have a significant effect on the environment; and therefore, they are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On July 7, 2021, the District released seven Invitations for Bids (IFBs) and one Request for Statement of Qualifications (RFSQ) to solicit Fire Fleet Maintenance and Repair Services in

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eight fire fleet service categories. The District posted announcements on the County's WebVen portal, the District's contracting webpage, and placed an advertisement in the Los Angeles Times newspaper. The District also held an optional informational bidders' conference on July 22, 2021, for the seven IFB service categories.

The District is recommending ten vendors, including six certified Local Small Business Enterprise firms, for contract and master agreement award to ensure coverage to all Supervisorial Districts throughout the County of Los Angeles.

On the August 5, 2021, bid submission deadline, the District received the following responses:

- **Allison Transmission Overhaul and Repair Services**: One vendor submitted a bid. As a result, Western States Converters & Transmissions, Inc., was determined to be the lowest cost bidder.

- **Engine External Component Repair:** Two vendors submitted a bid. Dieseltron, Inc., was determined to be the lowest cost bidder. The non-selected vendor was offered an opportunity to submit a Notice of Intent to Request a Proposed Contractor Selection Review; however, the vendor did not submit a request.

- **Glass and Upholstery Repair Services:** One vendor submitted a bid. As a result, Bourret Glass and Upholstery, Inc., was determined to be the lowest cost bidder.

- **Mobile Air Conditioning Services:** One vendor submitted a bid. As a result, L.B.I. Air, Inc., was determined to be the lowest cost bidder.

- **Tire Services**: Four vendors submitted bids to provide tire services in five Supervisorial Districts (SDs). As a result, Border Tire was determined to be the lowest cost bidder in SD 3 and SD 4; and Parkhouse Tire Service, Inc., was determined to be the lowest cost bidder in SD 1, SD 2, and SD 5. Border Tire submitted a bid for SD 2; however, it was disqualified due to an incomplete pricing sheet. Two other vendors were disqualified due to non-responsiveness in not meeting the minimum requirements. All of the disqualified vendors were offered the opportunity to submit a Request for Disqualification Review (DR). The District Received two DR requests, and it was determined that both vendors did not provide factual support to show that the District's disqualification was erroneous.

- **Towing and Roadside Services**: One vendor submitted a bid. As a result, Navarro's Towing was determined to be the lowest cost bidder.

- **Vehicle Engine, Internal Component Overhaul and Repair Services:** One vendor submitted a bid. As a result, United Diesel Service, Inc., was determined to be the lowest cost bidder.

- **Frame, Body, Glass Replacement, Upholstery and Paint Repair Services - Emergency Vehicles Only (RFSQ):** Two vendors submitted a Statement of

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Qualifications in response to the RFSQ. As a result, Duran's Body Shop, Inc., and Golden Hands Auto Body, Inc., were the selected vendors to provide the services.

The District has reviewed the Contractor Alert Reporting Database to assess the selected vendors' past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints that would prevent the selected vendors from contracting with the District.

The selected vendors were evaluated and deemed capable of performing the services requested based on their qualifications and experience as stated in their submissions.

IMPACT ON CURRENT SERVICES

Award of these Contracts and Master Agreements will not result in the displacement of any County employees as these services are presently obtained from various contractors. The Contracts and Master Agreements will not result in a reduction of service, and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:jc

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

DRAFT

CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

L.B.I. AIR, INC.

FOR

FIRE FLEET MOBILE AIR CONDITIONING SERVICES

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CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
L.B.I. AIR, INC.
FOR
FIRE FLEET MOBILE AIR CONDITIONING SERVICES

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and L.B.I. Air, Inc., hereinafter referred to as "Contractor." Contractor is located at 5161 Azusa Canyon Road, Baldwin Park, CA 91760-1833.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair (Mobile Air Conditioning Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair (Mobile Air Conditioning Services); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract for Fire Fleet Maintenance and Repair (Mobile Air Conditioning Services); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks,

deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the

Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate **$120,000** per contract year. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such

amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

   The Contractor's invoices shall include the following:

   - Contract Number

- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the

general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.9.5 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against

any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

executed by the Contractor and by the Fire Chief or his designee.

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or

performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

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

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District

contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN)

Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to

perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

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

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

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

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at

the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers,

employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor’s policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of

an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as

("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million each accident**

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million per vehicle**

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor

may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":

$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin,

sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the

disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor

agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor

by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's

proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Ave., Suite 100
Commerce, CA 90040-4001

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 -

Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

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

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

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

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section

14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor (''Bidder/Contractor''), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.4 Limitation on Corporate Acts

9.4.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained

using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.4.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.4.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.4.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.4.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.5 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.6 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor’s failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor’s non-compliance.

9.7 Suspension

9.7.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.7.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.7.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.7.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.7.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of

Contract upon which the District may pursue the remedies for default of Contract.

9.8 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By L.B.I. Air Inc.
Contractor

Signed: Lothar J. Imbior

Printed: Lothar J. Imbior

Title: Secretary

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

CONTRACT



BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

DIESELTRON, INC.

FOR

ENGINE EXTERNAL COMPONENT REPAIR

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ENGINE EXTERNAL COMPONENT REPAIR

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H Jury Service Ordinance

I Safely Surrendered Baby Law

CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
DIESELTRON, INC.
FOR
ENGINE EXTERNAL COMPONENT REPAIR

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Dieseltron, Inc., hereinafter referred to as "Contractor." Contractor is located at 4150 E. Washington Blvd. Los Angeles, CA 90023.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair (Engine External Component Repair) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair (Engine External Component Repair); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract for Fire Fleet Maintenance and Repair (Engine External Component Repair); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks,

deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the

Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate **$245,000** per contract year. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such

amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

   The Contractor's invoices shall include the following:

   - Contract Number

- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the

general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.9.5 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against

any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

executed by the Contractor and by the Fire Chief or his designee.

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or

performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

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

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District

contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN)

Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to

perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

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

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

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

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at

the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers,

employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor’s policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of

an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as

("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million each accident**

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million per vehicle**

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor

may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":

$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin,

sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the

disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor

agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor

by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's

proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Ave., Suite 100
Commerce, CA 90040-4001

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District

may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

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

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

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

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section

14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor (''Bidder/Contractor''), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.4 Limitation on Corporate Acts

9.4.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained

using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.4.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.4.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.4.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.4.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.5 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.6 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor’s failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor’s non-compliance.

9.7 Suspension

9.7.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.7.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.7.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.7.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.7.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of

Contract upon which the District may pursue the remedies for default of Contract.

9.8 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By Dieselfron Inc.
Contractor

Signed: Rainer Schroer

Printed: Rainer Schroer

Title: 10-1-2021

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

CONTRACT



BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

BOURRET GLASS & UPHOLSTERY, INC.

FOR

GLASS AND UPHOLSTERY SERVICES

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GLASS AND UPHOLSTERY SERVICES

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CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
BOURRET GLASS & UPHOLSTERY, INC.
FOR
GLASS AND UPHOLSTERY SERVICES

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Bourret Glass & Upholstery, Inc., hereinafter referred to as "Contractor." Contractor is located at 11605 Goldring Road Suite E, Arcadia, CA 91006-5875.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair (Glass and Upholstery Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair (Glass and Upholstery Services); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract for Fire Fleet Maintenance and Repair (Glass and Upholstery Services); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks,

deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the

Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate **$145,000** per contract year. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such

amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

   The Contractor's invoices shall include the following:

   - Contract Number

- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program (if applicable)

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the

general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.9.5 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against

any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

executed by the Contractor and by the Fire Chief or his designee.

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or

performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

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

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District

contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN)

Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to

perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

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

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

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

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at

the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each

insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the

Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all

other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not

less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than **$1 million** for bodily injury and property

damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million each accident**

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million per vehicle**

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":

$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should

the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in

response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any

such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Ave., Suite 100
Commerce, CA 90040-4001

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for

at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default

under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor (''Bidder/Contractor''), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

9.1.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.1.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The

WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.4 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the

date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.7 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By BOURRET GLASS & UPHOLSTERY
Contractor

Signed: _____

Printed: LINDA BOURRET

Title: OWNER

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

BORDER TIRE

FOR

FIRE FLEET TIRE SERVICES

FOR SUPERVISORIAL DISTRICTS 3 AND 4

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CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
BORDER TIRE
FOR
FIRE FLEET TIRE SERVICES
FOR SUPERVISORIAL DISTRICTS 3 AND 4

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Border Tire, hereinafter referred to as "Contractor." Contractor is located at: 7801 E. Rosecrans Avenue, Paramount, California 90723.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Tire Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Tire Services); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Maintenance and Repair Services (Tire Services); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G1, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks,

deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the

Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate **$250,000** per contract year for all five Supervisorial Districts combined. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such

amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

   The Contractor's invoices shall include the following:

   - Contract Number
   - Purchase Requisition (PR) Number

- Vehicle ID Number (“F” Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District’s Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor’s failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District’s Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program (if applicable)

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics’ Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the

prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.9.5 Tire Disposal Fee

Contractor may invoice for tire disposal in accordance with Exhibit B, Pricing Sheet.

5.9.6 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.7 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.8 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION O F CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and

performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. "Full-time"

means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the

debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

  Contractor also shall promptly report to District any injury or property damage accident or incident, including any

injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval

of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million** each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":

$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work (Sow) Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services

and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Ave., Suite 100
Commerce, CA 90040-4001

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or

negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract,

then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

9.1.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or

alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.1.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.4 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor’s failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District

shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective

Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.7 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By BORDER RECAPPING, LLC BORDER TIRE
Contractor

Signed: _____

Printed: ELIZABETH FOSTER

Title: OPERATIONS ADMINISTRATOR

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

NAVARRO'S TOWING

FOR

FIRE FLEET TOWING AND ROADSIDE SERVICES

FOR ALL SUPERVISORIAL DISTRICTS

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FIRE FLEET TOWING AND ROADSIDE SERVICES
FOR ALL SUPERVISORIAL DISTRICTS

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CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
NAVARRO'S TOWING
FOR
FIRE FLEET TOWING AND ROADSIDE SERVICES
FOR ALL SUPERVISORIAL DISTRICTS

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Navarro's Towing, hereinafter referred to as "Contractor." Contractor is located at: 524 Monterey Pass Road, Monterey Park, California 91754.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Towing and Roadside Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Towing and Roadside Services); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Maintenance and Repair Services (Towing and Roadside Services); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G1, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 Contract: This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks,

deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the

Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term, in aggregate **$100,000** per contract year for all five Supervisorial Districts combined. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such

amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

   The Contractor's invoices shall include the following:

   - Contract Number
   - Purchase Requisition (PR) Number

- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the

prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Portal-to-Portal

All portal-to-portal costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor

for any portal-to-portal costs.

5.10 Customary/Ordinary Fees

5.10.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.10.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.10.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.10.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.10.5 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.10.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.10.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and

performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. "Full-time"

means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the

debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

  Contractor also shall promptly report to District any injury or property damage accident or incident, including any

injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval

of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million** each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or

coverage for “any auto”:
$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor’s payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work (SOW) Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District’s payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor,

will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District

shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

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

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

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

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this

paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.4 Limitation on Corporate Acts

9.4.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager

immediately in writing of any change in Contractor's corporate name.

9.4.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.4.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.4.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.4.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.5 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.6 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.7 Suspension

9.7.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a

consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.7.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.7.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.7.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.7.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.8 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor

shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By _____
Contractor

Signed: NAVARRO'S TOWING

Printed: HERIBERTO EDDIE NAVARRO

Title: SOLE PROPRIETOR

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Senior Deputy County Counsel



CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

PARKHOUSE TIRE, INC.

FOR

FIRE FLEET TIRE SERVICES

FOR SUPERVISORIAL DISTRICTS 1, 2 AND 5

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CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
PARKHOUSE TIRE, INC.
FOR
FIRE FLEET TIRE SERVICES
FOR SUPERVISORIAL DISTRICTS 1, 2 AND 5

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Parkhouse Tire, Inc., hereinafter referred to as "Contractor." Contractor is located at: 6006 Shull Street, Bell Gardens, California 90201.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Tire Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Tire Services); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Maintenance and Repair Services (Tire Services); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G1, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks,

deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the

Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate **$250,000** per contract year for all five Supervisorial Districts combined. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such

amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

   The Contractor's invoices shall include the following:

   - Contract Number
   - Purchase Requisition (PR) Number

- Vehicle ID Number (“F” Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District’s Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor’s failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District’s Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program (if applicable)

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics’ Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the

prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.9.5 Tire Disposal Fee

Contractor may invoice for tire disposal in accordance with Exhibit B, Pricing Sheet.

5.9.6 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.7 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.8 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION O F CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and

performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. "Full-time"

means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the

debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

  Contractor also shall promptly report to District any injury or property damage accident or incident, including any

injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval

of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million** each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":

$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work (Sow) Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source,

whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District

shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

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

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

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

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this

paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

9.1.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of

any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.1.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in

writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.4 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor’s failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor’s non-compliance.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any

Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.7 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By Parkhouse Tire Inc.
Contractor

Signed: Brian Parkhouse

Printed: Brian Parkhouse

Title: President

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

UNITED DIESEL SERVICE, INC.

FOR

FIRE FLEET VEHICLE ENGINE, INTERNAL COMPONENT OVERHAUL AND REPAIR SERVICES

FOR ALL SUPERVISORIAL DISTRICTS

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FIRE FLEET VEHICLE ENGINE, INTERNAL COMPONENT OVERHAUL AND REPAIR SERVICES FOR ALL SUPERVISORIAL DISTRICTS

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B Pricing Sheet

C Intentionally Omitted

D Contractor's EEO Certification

E District's Administration

F Contractor's Administration

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H Jury Service Ordinance

I Safely Surrendered Baby Law

CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
UNITED DIESEL SERVICE, INC.
FOR
FIRE FLEET VEHICLE ENGINE, INTERNAL COMPONENT OVERHAUL AND REPAIR SERVICES
FOR ALL SUPERVISORIAL DISTRICTS

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and United Diesel Service, Inc., hereinafter referred to as "Contractor." Contractor is located at: 1903 Penn Mar Avenue, South El Monte, California 91733.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Vehicle Engine, Internal Component Overhaul and Repair) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Vehicle Engine, Internal Component Overhaul and Repair); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Maintenance and Repair Services (Vehicle Engine, Internal Component Overhaul and Repair); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G1, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate **$50,000** per contract year for all five Supervisorial Districts combined. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of

Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's

property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

   The Contractor's invoices shall include the following:

- Contract Number
- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the

general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.9.5 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such

background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and

performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. "Full-time"

means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the

debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

  Contractor also shall promptly report to District any injury or property damage accident or incident, including any

injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval

of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":
$1 million each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":
$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work (SOW) Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex,

age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District

shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

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

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

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

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this

paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.4 Limitation on Corporate Acts

9.4.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager

immediately in writing of any change in Contractor's corporate name.

9.4.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.4.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.4.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.4.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.5 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.6 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.7 Suspension

9.7.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a

consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.7.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.7.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.7.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.7.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.8 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor

shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By United Diesel Service
Contractor

Signed: Janice Grossmann

Printed: Janeece Grossmann

Title: C.F.O./President

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

WESTERN STATES CONVERTERS & TRANSMISSIONS, INC.

FOR

FIRE FLEET ALLISON TRANSMISSION OVERHAUL AND REPAIR SERVICES

FOR ALL SUPERVISORIAL DISTRICTS

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FIRE FLEET ALLISON TRANSMISSION OVERHAUL AND REPAIR SERVICES FOR ALL SUPERVISORIAL DISTRICTS

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H Jury Service Ordinance

I Safely Surrendered Baby Law

CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
WESTERN STATES CONVERTERS & TRANSMISSIONS, INC.
FOR
FIRE FLEET ALLISON TRANSMISSION OVERHAUL AND REPAIR SERVICES
FOR ALL SUPERVISORIAL DISTRICTS

This Contract and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Western States Converters & Transmissions, Inc., hereinafter referred to as "Contractor." Contractor is located at: 224 Jason Court, Corona, California 92879.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Allison Transmission Overhaul & Repair) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Allison Transmission Overhaul & Repair); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Maintenance and Repair Services (Allison Transmission Overhaul & Repair); and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G1, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work

1.2 Exhibit B - Pricing Sheet

1.3 Exhibit C - Intentionally Omitted

1.4 Exhibit D - Contractor's EEO Certification

1.5 Exhibit E - District's Administration

1.6 Exhibit F - Contractor's Administration

1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

2.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.6 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.7 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.

2.9 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 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 herein.

3.2 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 District.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds during the Contract's entire term shall not exceed, in aggregate **$100,000** per contract year for all five Supervisorial Districts combined. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of

Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 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 District's express prior written approval.

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's

property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the District Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
   Email: Chad.Idol@fire.lacounty.gov

   Mitch Connett, District Project Director
   Email: Mitch.Connett@fire.lacounty.gov

   Email: ffpod@fire.lacounty.gov

   for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.
   The Contractor's invoices shall include the following:

- Contract Number
- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
  i.e.: 3 hours @ $20/hour = $60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable.
- Brief description of services
- Signature of authorized District employee.

Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program (if applicable)

Certified LSBEs will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLAs)

After the initial three (3) year Contract Term and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living

Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting the District, shall decide whether to approve exemption requests.

5.8 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.9 Customary/Ordinary Fees

5.9.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.9.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.9.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.9.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.9.5 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.9.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.9.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and

continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense

pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

8.1.3 The Fire Chief or his authorized designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the

Contract shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District 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 the Contractor. "Full-time"

means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in

writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction

of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the 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 the District and the 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.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

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

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

  Contractor also shall promptly report to District any injury or property damage accident or incident, including any

injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy.

Contractor shall obtain District's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garagekeepers Insurance: Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto":

$1 million each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or

coverage for “any auto”:
$500,000 each accident

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may:

(a) Deduct from the Contractor’s payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Statement of Work (SOW) Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District’s payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor,

will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District

shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 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 this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

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

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

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

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this

paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Patent, Copyright and Trade Secret Indemnification

9.1.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract.

District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.1.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/ County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may

materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said a ction. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.4 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor’s failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor’s non-compliance.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of

Contract upon which the District may pursue the remedies for default of Contract.

9.7 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By Western States Converters & Transmissions, Inc.
Contractor

Signed: _____

Printed: Tim Arnold

Title: Account Manager

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

MASTER AGREEMENT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

DURAN'S BODY SHOP, INC.

FOR
FRAME, BODY, GLASS REPLACEMENT, UPHOLSTERY, AND PAINT REPAIR SERVICES

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Exhibit H	Statement of Work

MASTER AGREEMENT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
DURAN'S BODY SHOP, INC.
FOR
FIRE FLEET FRAME, BODY, GLASS REPLACEMENT, UPHOLSTERY, AND PAINT REPAIR SERVICES

This Master Agreement and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Duran's Body Shop, Inc., hereinafter referred to as "Contractor," to provide Fire Fleet Frame, Body, Glass Replacement, Upholstery, and Paint Repair Services (Paint and Body Services). Contractor is located at: 4605 E. 3rd Street, Los Angeles, California 90022.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Paint and Body Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Paint and Body Services); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1, G2, G3, and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

1.1	Exhibit A	District's Administration
1.2	Exhibit B	Contractor's Administration
1.3	Exhibit C	Contractor's EEO Certification
1.4	Exhibit D	Jury Service Ordinance
1.5	Exhibit E	Safely Surrendered Baby Law
1.6	Exhibit F	Work Authorization Format
1.7	Exhibit G1	Certification of Employee Status
1.8	Exhibit G2	Certification of No Conflict of Interest
1.7	Exhibit G3	Contractor Acknowledgement and Confidentiality Agreement
1.8	Exhibit H	Statement of Work

1.9 Work Authorizations Executed Under this Master Agreement

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the District and are valid and in effect at the time of a given Work Authorization award. Contractor is also known as the "Vendor."

2.2 Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.3 District: The Consolidated Fire Protection District of Los Angeles County.

2.4 District Project Director: Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.

2.5 District Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.6 Day(s): Calendar day(s) unless otherwise specified.

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

2.8 Master Agreement: District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.

2.9 Statement of Work: A written description of tasks and/or deliverables desired by District for a specific Work Authorization.

2.10 Work Authorization: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization shall result from bids, solicited by and tendered to District, by Qualified Contractors. Unless otherwise specified, the District shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Authorization. No work shall be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

3.0 WORK

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

3.2 Work Authorizations shall generally conform to Exhibit F as determined by District. Each Work Authorization shall include a brief description of the particular project and the work required for the

performance thereof. Payment for all work shall be on a time and materials basis, subject to the not-to-exceed amount specified on each individual Work Authorization.

3.3 If Contractor provides any task, deliverable, service, or other work to that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against District.

3.4 District procedures for issuing and executing Work Authorizations are as set forth in this sub-paragraph 3.4. Upon determination by District issue a Work Authorization solicitation, District shall issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.

3.5 Upon completion of evaluations, District shall execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30th) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost circumstances require it.

3.6 District estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.

3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire three (3) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and twelve (12) month to month extensions, pursuant to the same terms and conditions, for a maximum total Master Agreement term of six (6) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

The District maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise a Master Agreement term extension option.

4.3 Contractor shall notify the District when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in Exhibit A.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds for Paint and Body Services during the entire term of all Master Agreements executed for these services shall not exceed a combined total of **$470,000** per Master Agreement year, in aggregate.

5.1.1 Contractor shall not be entitled to any payment by District under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Authorizations. In each year of this Master Agreement, the total of all amounts actually expended by District hereunder ("maximum annual expenditures") may not exceed amounts allocated to the District by the County Board of Supervisors in their approved budgets. The District has sole discretion to expend some, all,

or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 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 District's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.

5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.

5.4.3 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.

District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.

5.4.5 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
Email: Chad.Idol@fire.lacounty.gov

Mitch Connett, District Project Director
Email: Mitch.Connett@fire.lacounty.gov

Email: ffpod@fire.lacounty.gov

for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov
for payment of all invoices.

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ $20/hour = $60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of

District employee authorizing the work may result in a delay of payment.

- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Authorization.

Time and Materials Work Authorization:

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County

departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.6 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.7 Customary/Ordinary Fees

5.7.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.7.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.7.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.7.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.7.5 Tire Disposal Fee (if applicable)

Contractor may invoice for tire disposal in accordance with Contractor's estimate authorized by District.

5.7.6 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.7.7 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.7.8 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs are designated in Exhibit A. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

6.2 District Project Director

The responsibilities of the District's Project Director include:

- Coordinating with Contractor and ensuring Contractor's performance of the Master Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.3 District Project Manager

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- coordinating and monitoring the work of Contractor personnel assigned to the District Work Authorization specific projects, and for ensuring that this Master Agreement's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the Work Authorizations;

- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.

6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B, Contractor's Administration. Contractor shall promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide District with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not

provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

If the District deems the addition of Skilled Categories or Technical Specializations necessary, **a**n Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide

to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.4.7 Copies of all written responses shall be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program**:** This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and

incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Master Agreements 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: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, District may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future District Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 The 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the 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 re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor

on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.14 District's Quality Assurance Plan

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

8.15 Damage to District Facilities, Buildings or Grounds

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees 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.

8.15.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

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

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

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

8.19 Force Majeure

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be

totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the District and the 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 the District and the 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District 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 the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the

Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

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

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

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

  Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third-party claim or suit filed against Contractor or any of its Sub-Contractors which arises

from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or District.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County

retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 District Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 **Garagekeepers Insurance:** Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million** each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$500,000** each accident

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option,

in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master

Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master 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 Master Agreement, then such lower prices shall be immediately extended to the District.

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end

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

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master

Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Master Agreement. If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or his designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, District's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.36 shall apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a

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

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37.4 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

8.38 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 this Master Agreement.

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.39.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.

8.39.6 The District Project Manager is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to District all completed work and work in process; and

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of District's Project Director:

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Authorization issued hereunder; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Authorization issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.42.2 In the event that the District terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the

performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the District provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either

directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The 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 (800) 544-6861.

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

8.44 Termination for Insolvency

8.44.1 The District may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master 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 the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the District shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

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

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting a statement of qualifications (SOQ), bid or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ, bid, or proposal in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract or master agreement. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.4 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.5 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.6 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall

subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.7 Suspension

9.7.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.7.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.7.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.7.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to

suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.7.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.8 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Master Agreement.

AUTHORIZATION OF MASTER AGREEMENT FOR

FRAME, BODY, GLASS REPLACEMENT, UPHOLSTERY, AND PAINT REPAIR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By Duran's Body Shop, Inc
Contractor

Signed: _____

Printed: Martin Duran

Title: V.P.

APPROVED AS TO FORM:

_____
RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

MASTER AGREEMENT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

GOLDEN HANDS AUTO BODY, INC.

FOR
FRAME, BODY, GLASS REPLACEMENT, UPHOLSTERY, AND PAINT REPAIR SERVICES

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MASTER AGREEMENT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
GOLDEN HANDS AUTO BODY, INC.
FOR
FIRE FLEET FRAME, BODY, GLASS REPLACEMENT, UPHOLSTERY, AND PAINT REPAIR SERVICES

This Master Agreement and Exhibits made and entered into this 1st day of January, 2022, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Golden Hands Auto Body, Inc., hereinafter referred to as "Contractor," to provide Fire Fleet Frame, Body, Glass Replacement, Upholstery, and Paint Repair Services (Paint and Body Services). Contractor is located at: 171 N. Parkwood Avenue, Pasadena, California 91107.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Paint and Body Services) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Paint and Body Services); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G1, G2, G3, and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

1.1	Exhibit A	District's Administration
1.2	Exhibit B	Contractor's Administration
1.3	Exhibit C	Contractor's EEO Certification
1.4	Exhibit D	Jury Service Ordinance
1.5	Exhibit E	Safely Surrendered Baby Law
1.6	Exhibit F	Work Authorization Format
1.7	Exhibit G1	Certification of Employee Status
1.8	Exhibit G2	Certification of No Conflict of Interest
1.7	Exhibit G3	Contractor Acknowledgement and Confidentiality Agreement
1.8	Exhibit H	Statement of Work

1.9 Work Authorizations Executed Under this Master Agreement

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the District and are valid and in effect at the time of a given Work Authorization award. Contractor is also known as the "Vendor."

2.2 Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.3 District: The Consolidated Fire Protection District of Los Angeles County.

2.4 District Project Director: Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.

2.5 District Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.6 Day(s): Calendar day(s) unless otherwise specified.

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

2.8 Master Agreement: District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.

2.9 Statement of Work: A written description of tasks and/or deliverables desired by District for a specific Work Authorization.

2.10 Work Authorization: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization shall result from bids, solicited by and tendered to District, by Qualified Contractors. Unless otherwise specified, the District shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Authorization. No work shall be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

3.0 WORK

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

3.2 Work Authorizations shall generally conform to Exhibit F as determined by District. Each Work Authorization shall include a brief description of the particular project and the work required for the

performance thereof. Payment for all work shall be on a time and materials basis, subject to the not-to-exceed amount specified on each individual Work Authorization.

3.3 If Contractor provides any task, deliverable, service, or other work to that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against District.

3.4 District procedures for issuing and executing Work Authorizations are as set forth in this sub-paragraph 3.4. Upon determination by District issue a Work Authorization solicitation, District shall issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.

3.5 Upon completion of evaluations, District shall execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30th) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost circumstances require it.

3.6 District estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.

3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire three (3) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and twelve (12) month to month extensions, pursuant to the same terms and conditions, for a maximum total Master Agreement term of six (6) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

The District maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise a Master Agreement term extension option.

4.3 Contractor shall notify the District when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in Exhibit A.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum amount the District shall expend from its own funds for Paint and Body Services during the entire term of all Master Agreements executed for these services shall not exceed a combined total of **$470,000** per Master Agreement year, in aggregate.

5.1.1 Contractor shall not be entitled to any payment by District under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Authorizations. In each year of this Master Agreement, the total of all amounts actually expended by District hereunder ("maximum annual expenditures") may not exceed amounts allocated to the District by the County Board of Supervisors in their approved budgets. The District has sole discretion to expend some, all,

or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 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 District's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.

5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.

5.4.3 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.

District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.

5.4.5 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
Email: Chad.Idol@fire.lacounty.gov

Mitch Connett, District Project Director
Email: Mitch.Connett@fire.lacounty.gov

Email: ffpod@fire.lacounty.gov

for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov
for payment of all invoices.

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ $20/hour = $60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of

District employee authorizing the work may result in a delay of payment.

- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Authorization.

Time and Materials Work Authorization:

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Authorization and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County

departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.6 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

5.7 Customary/Ordinary Fees

5.7.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of $10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid. *(Only applicable to services that generate waste)*

5.7.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed $25 which do not need to be itemized.

- Miscellaneous shop supplies charges in excess of 2% or $25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.7.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such.

5.7.4 California Tire Fee (if applicable)

Contractor may invoice $1.75 per tire. Fee shall be clearly stated on invoice as such or the tire fee will not be paid.

5.7.5 Tire Disposal Fee (if applicable)

Contractor may invoice for tire disposal in accordance with Contractor's estimate authorized by District.

5.7.6 California Lead Acid Battery Recycling (if applicable)

Contractors may include $1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.7.7 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.7.8 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs are designated in Exhibit A. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

6.2 District Project Director

The responsibilities of the District's Project Director include:

- Coordinating with Contractor and ensuring Contractor's performance of the Master Agreement; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.3 District Project Manager

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- coordinating and monitoring the work of Contractor personnel assigned to the District Work Authorization specific projects, and for ensuring that this Master Agreement's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the Work Authorizations;

- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.

6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B, Contractor's Administration. Contractor shall promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide District with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not

provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

If the District deems the addition of Skilled Categories or Technical Specializations necessary, **a**n Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide

to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.4.7 Copies of all written responses shall be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program**:** This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and

incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Master Agreements 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: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, District may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future District Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 The 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. 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 sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the 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 re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN-GROW Participants

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor

on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.14 District's Quality Assurance Plan

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

8.15 Damage to District Facilities, Buildings or Grounds

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees 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.

8.15.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

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

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be

totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the District and the 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 the District and the 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District 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 the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The 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 the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.22 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the

Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any District required endorsement forms.

- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to:

  Consolidated Fire Protection District of
  Los Angeles County
  Materials Management Division/Contracts Section
  5801 S. Eastern Avenue, Suite 100
  Commerce, California 90040-4001

  Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third-party claim or suit filed against Contractor or any of its Sub-Contractors which arises

from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or District.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County

retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

8.24 Insurance Coverage

8.24.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	**$2 million**
Products/Completed Operations Aggregate:	**$1 million**
Personal and Advertising Injury:	**$1 million**
Each Occurrence:	**$1 million**

8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than **$1 million** for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 **Garagekeepers Insurance:** Garage Insurance (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$2 million**
Products/Completed Operations:	**$2 million**
Personal and Advertising Injury:	**$1 million**
Per Accident:	**$1 million**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$1 million** each accident

C. Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than: **$1 million** per vehicle

8.25.4.1 Exemption

If the District determines that the Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may, at the District's sole discretion, be exempt from Garagekeepers Liability coverage; and have insurance limits as follows:

A. Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	**$500,000**
Products/Completed Operations:	**$500,000**
Personal and Advertising Injury:	**$500,000**
Per Accident:	**$500,000**

B. Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractors' "owned," "non-owned" and "hired" vehicles, or coverage for "any auto": **$500,000** each accident

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option,

in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master

Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master 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 Master Agreement, then such lower prices shall be immediately extended to the District.

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end

that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master

Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Master Agreement. If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or his designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, District's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.36 shall apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a

copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37.4 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

8.38 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 this Master Agreement.

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.39.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.

8.39.6 The District Project Manager is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

before any subcontractor employee may perform any work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to District all completed work and work in process; and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of District's Project Director:

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Authorization issued hereunder; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Authorization issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.42.2 In the event that the District terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the

performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the District provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either

directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The 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 (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

8.44.1 The District may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master 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 the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the District shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting a statement of qualifications (SOQ), bid or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ, bid, or proposal in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract or master agreement. This provision shall survive the expiration, or other termination of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.4 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.5 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.6 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall

subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.7 Suspension

9.7.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.7.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.7.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.7.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to

suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.7.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.8 Transition of Contract Services

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Master Agreement.

AUTHORIZATION OF MASTER AGREEMENT FOR

FRAME, BODY, GLASS REPLACEMENT, UPHOLSTERY, AND PAINT REPAIR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By Golden Hands Auto Body, Inc.
Contractor

Signed: _____

Printed: Gary Marnarian

Title: President

APPROVED AS TO FORM:

_____
RODRIGO A. CASTRO-SILVA
County Counsel

By Jenny Tam
Senior Deputy County Counsel

Attachment B

FIRE FLEET MAINTENANCE AND REPAIR SERVICES

LIST OF SELECTED VENDORS

SERVICE CATEGORY	LIST OF VENDORS	ANNUAL BUDGET
Allison Transmission Overhaul and Repair Services	• Western States Converters & Transmissions, Inc.	**$100,000**
Engine External Component Repair Services	• Dieseltron, Inc.	**$245,000**
Glass and Upholstery Services	• Bourret Glass and Upholstery, Inc.	**$145,000**
Mobile Air Conditioning Services	• L.B.I. Air, Inc.	**$120,000**
Tire Services	• Border Tire • Parkhouse Tire, Inc.	**$250,000**
Towing and Roadside Services	• Navarro's Towing	**$100,000**
Vehicle Engine, Internal Component Overhaul and Repair Services	• United Diesel Service, Inc.	**$50,000**
Frame, Body, Glass Replacement, Upholstery and Paint Repair Services	• Duran's Body Shop, Inc. • Golden Hands Auto Body, Inc.	**$470,000**

GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

November 30, 2021

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:

AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal OES) FOR THE ELDER ABUSE (XE) PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FOR FY 2021-22 AND FOR GRANT PERFORMANCE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2022. (ALL DISTRICTS) (4-VOTES)

SUBJECT

This Board Letter requests authority for the District Attorney's Office to complete the grant application process for continued grant funding for the Elder Abuse (XE) Program in the grant performance period January 1, 2022 to December 31, 2022. The California Office of Emergency Services (Cal OES) has awarded the District Attorney (DA) $217,444 for the Elder Abuse (XE) Program for the grant performance period January 1, 2022 to December 31, 2022. Funding is made possible through the United States Department of Justice, Victims of Crime Act, Assistance Listing Number (ALN) 16.575. Grant recipients are required to submit necessary assurances and documentation; therefore, the District Attorney requests that the Chair sign the required Certification of Assurance of Compliance form as required by the grantor. In addition, approval of the appropriation adjustment for FY 2021-22 in the amount of $112,000 is requested.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the application and accept grant funds for the XE Program for the grant performance period January 1, 2022 to December 31, 2022. The estimated total project cost is $217,444.

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2. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance Form as required by the grantor.

3. Delegate authority to the DA, or his designee, to serve as Project Director for the program. This also includes authorization to approve any subsequent amendments, modifications, and/or extensions to the Cal OES grant documents that do not increase the Net County Cost of the program.

4. Approve the attached appropriation adjustment in the amount of $112,000 in order to align the FY 2021-22 DA's budget with the grant award.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to continue the DA's commitment to assist victims of crime by alleviating trauma caused to elder and dependent adult victims of physical and financial abuse and neglect.

Cal OES released a Request for Application (RFA) for the XE program for grant performance period January 1, 2022 through December 31, 2022 on September 08, 2021. The DA is in the process of completing the application. In order to comply with the grant requirements, applicants are required to submit a Certification of Assurance of Compliance form which includes details regarding the Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, and Proof of Authority from the City Council/Governing Board. This documentation needs to be submitted before funding can be released by the funding agency.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the Los Angeles County's Strategic Plan Goal No. 1, Make Investments that Transform Lives: aggressively address society's most complicated social, health and public safety challenges; and Goal No. 3, Realize Tomorrow's Government Today: be an innovative, flexible, effective and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The estimated total project cost for the XE for grant performance period January 1, 2022 through December 31, 2022 is $217,444 ($211,722 pro-rated to Fiscal Year 2021-22). This amount represents the difference between the pro-rated FY 2021-22 grant award of

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$212,000 and the $100,000 which was included in the District Attorney's FY 2021-22 Adopted Budget.

Approval of the attached appropriation adjustment in the amount of $112,000 is requested to align to the FY 2021-22 DA's budget with the grant award.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department or discontinued with the reallocation of staff to any vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board of Supervisors has designated the DA's Office, through its Victim Witness Assistance Program (VWAP), as the major provider of comprehensive services to victims of crime since 1977. Federal funds have been made available to VWAP grantees to provide the intensive services needed by elder and dependent adult victims of physical and financial abuse and neglect.

Victim Specialists will work closely with the DA's Elder Abuse Section and coordinate with law enforcement agencies, Adult Protective Services, Los Angeles Public Guardian, mental health agencies, social service agencies, financial institutions, medical professionals, local churches, universities, colleges and other community agencies to provide victim services utilized to serve the needs of abused senior citizens. Victim Specialists will also work closely with prosecutors assigned to the DA's Victim Impact Program (VIP), who are located throughout the County and are experienced in elder and dependent adult abuse, to reach seniors in the early stages of abuse by intervening and providing advocacy before the crime escalates to further deterioration of the quality of life.

Victim Specialists will be assigned to the Elder Abuse Section and will provide mandated and optional services to elder and dependent adult crime victims throughout Los Angeles County. They will be strategically placed at two victim site locations to maximize interventions and service delivery throughout the County. A veteran VSR with extensive experience as an elder abuse advocate will be assigned as the lead Victim Specialist for BVS and will be primarily responsible for working with the Forensic Center. This will expand the capacity of this existing multidisciplinary team. The lead Victim Specialist will be placed at the DA's Elder Abuse Section, located at the Hall of Justice, providing services to the Central and Westside County

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Area. The second Victim Specialist will be placed at the DA's Elder Abuse Section, located at the Long Beach Branch Office, providing services to the East and South County Areas.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the DA's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet (original) signature, to Kevin Lam, of the District Attorney's Office, Grants and Contracts Section at 211 W. Temple Street, Suite 200 Los Angeles, California 90012-3205

Any questions may be directed to Mr. Kevin Lam at (213) 257-2738, or at klam@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

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Attachments

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

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Los Angeles County Chief Executive Office
Grant Management Statement for Grants $100,000 or More

Department:	DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description	ELDER ABUSE (XE) GRANT

The Board of Supervisors has designated the District Attorney's Office, through its Victim Witness Assistance Program (VWAP), as the major provider of comprehensive services to victims of crime since 1977. Federal funds have enabled the District Attorney Bureau of Victim Services to expand the multidisciplinary community response to elder and dependent adult abuse.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State of California Office of Emergency Services (Cal OES)	Penal Code Section 13835 et seq.	N/A

Total Amount of Grant Funding:	$217,444	County Match:	$0
Grant Period	Begin Date: January 1, 2022	End Date:	December 31, 2022
Number of Personnel Hired Under This Grant	Full Time: 2	Part Time:	0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	X	No	
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	X	No	
Is the County obligated to continue this program after the grant expires?	Yes		No	X
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes		No	X
b.) Identify other revenue sources (describe below)	Yes		No	X
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	X	No	

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature _____ Date 10.21.24

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Grant Subaward #: XE21 04 0190

Subrecipient: COUNTY OF LOS ANGELES

I, GEORGE GASCÓN (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds – SRH Sections 14.005

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- [■] Subrecipient expends $750,000 or more in federal funds annually.
- [ ] Subrecipient does not expend $750,000 or more in federal funds annually

II. Equal Employment Opportunity – SRH Section 2.025

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

EEO Officer: STANLEY YEN

Title: CHIEF OF HUMAN RESOURCES DIVISION

Address: 211 W. TEMPLE ST., SUITE 200, LOS ANGELES, CA 90012-3205

Telephone Number: (213)257-2702

Email Address: SYEN@DA.LACOUNTY.GOV

III. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – SRH Section 2.035

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

V. Lobbying – SRH Sections 2.040 and 4.105

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – SRH Section 2.045

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than $25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also

agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

VIII. Civil Rights Compliance – SRH Section 2.020

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Federal Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Special Conditions

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to

the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Requirements related to System for Award Management and Universal Identifier Requirements

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity

identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, are set out at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

    Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

    The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000 (for 2018 federal award) or $250,000 (for 2019 & 2020 federal awards)

    The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold ($150,000 [for 2018 federal award] currently, $250,000 [for 2019 & 2020 federal awards]). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000 [for 2018 federal award] and exceed $250,000 [for 2019 & 2020 federal

award]), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

    The Subrecipient must collect and maintain data that measure the

    performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. VOCA Requirements

    The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

    The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

    The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

    The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any Subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

    This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

    a. No discrimination, in procurement transactions, against associates of the federal government

       Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

    The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

    The Subrecipient must comply with all applicable requirements of 28

    C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The Subrecipient must comply with all applicable requirements of 28

    C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

    Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

    Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

    The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-

bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Grant Subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the fund.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: GEORGE GASCÓN

Official Designee's Title: DISTRICT ATTORNEY

Date Executed: 10-19-21

Federal Employer ID #: 95-6000927 Federal DUNS #: 781310990

Current System for Award Management (SAM) Expiration Date: 01/19/2022

Executed in the City/County of: LOS ANGELES

AUTHORIZED BY:

- ☐ City Financial Officer
- ☐ County Financial Officer
- ☐ City Manager
- ☐ County Manager
- ☒ Governing Board Chair

Signature: _____

Typed Name: HILDA SOLIS

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

REVIEWED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy

PINK(1)

BA FORM 05142019

BOARD OF SUPERVISORS
OFFICIAL COPY

October 19, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF DISTRICT ATTORNEY'S OFFICE

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2021-22
4 - VOTES

SOURCES		USES	
DISTRICT ATTORNEY A01-DA-90-9001-14030 FEDERAL-OTHER INCREASE REVENUE	73,000	DISTRICT ATTORNEY A01 DA 1000 14030 SALARIES & EMPLOYEE BENEFITS INCREASE APPROPRIATION	112,000
DISTRICT ATTORNEY A01-DA-88-8810-14030 STATE-SPECIAL GRANTS INCREASE REVENUE	39,000		
SOURCES TOTAL	$ 112,000	USES TOTAL	$ 112,000

JUSTIFICATION

The appropriation adjustment reflects an additional federal and state grant awards from the United States Department of Justice (DOJ) through California Governor's Office of Emergency Services (Cal OES) for the Elder Abuse (XE) Program. The appropriation adjustment is necessary to align the District Attorney's budget with the full grant award amount.

10/19/21

AUTHORIZED SIGNATURE Michael Yu Yeung, Chief of Budget & Fiscal

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR

☐ ACTION
☑ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 046

DATE Oct. 19, 2021

☐ APPROVED AS REQUESTED
☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

November 30, 2021

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:

AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal OES) FOR HUMAN TRAFFICKING ADVOCACY PROGRAM (HA) FOR PERFORMANCE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2022 (CY2021).
(ALL DISTRICTS) (3-VOTES)

SUBJECT

This Board Letter requests authority for the District Attorney's Office to complete the grant application process for continued grant funding for the Human Trafficking Advocacy Program (HA) in CY 2022. The California Office of Emergency Services (Cal OES) has awarded the District Attorney (DA) $154,500 for the Human Trafficking Advocacy (HA) Program for CY 2022. Funding is made possible through the United States Department of Justice, Victims of Crime Act, Code of Federal Domestic Assistance 16.575. Grant recipients are required to submit necessary assurances and documentation; therefore, we are requesting the Chair to sign the required Certification of Assurance of Compliance form as required by the grantor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the application and accept grant funds for the HA Program for CY 2022. The estimated total project cost is $154,500.
2. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance Form as required by the grantor.
3. Delegate authority to the DA, or his designee, to serve as Project Director for the program. This also includes authorization to approve any subsequent

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amendments, modifications, and/or extensions to the Cal OES grant documents that do not increase the Net County Cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to continue the DA's commitment to assist victims of crime by alleviating trauma caused to sex trade and forced labor human trafficking victims, especially minors.

Cal OES released a Request for Application (RFA) for the HA program for performance period January 1, 2022 through December 31, 2022 on August 11, 2021. The DA is in the process of completing the application. In order to comply with the grant requirements, applicants are required to submit a Certification of Assurance of Compliance form which includes details regarding the Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, and Proof of Authority from the City Council/Governing Board. This documentation needs to be submitted before funding can be released by the funding agency.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the Los Angeles County's Strategic Plan Goal No. 1, Make Investments that Transform Lives: aggressively address society's most complicated social, health and public safety challenges; and Goal No. 3, Realize Tomorrow's Government Today: be an innovative, flexible, effective and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The estimated total project cost for the HA in CY 2022 is $154,500 ($154,500 pro-rated to Fiscal Year 2021-22). Funding is included in the FY 2021-22 DA Supplemental Budget.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board of Supervisors has designated the DA's Office, through its Victim Witness Assistance Program (VWAP), as the major provider of comprehensive services to

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victims of crime since 1977. Federal funds have been made available to VWAP grantees to provide the intensive services needed by victims of sex trade and forced labor human trafficking crimes.

Human trafficking, or "modern day slavery," is a menacing problem throughout Los Angeles County. Though hard to quantify, estimates are that there are at least 100,000 to 300,000 commercially sexually exploited children in the United States with Los Angeles being a destination County for human trafficking. Trafficking crimes are inherently difficult to detect. When victims are rescued, cooperation with police is rarely forthcoming and many are unwilling to testify against the traffickers.

Victims of sex trade and forced labor crimes continue to be "hidden in plain sight" within the County's huge geographic territory and diverse population. Sex trade victims, particularly minors, are rotated on a "track" of main boulevards throughout the County: from San Fernando Valley to the border of Orange County (Pomona/Norwalk); to the Figueroa corridor (Central); and South County (Compton/Long Beach), which has the highest number of trafficking interceptions. The critical need for HA services throughout Los Angeles County is underscored by the growing epidemic of children from foster care being recruited by street gangs into the "prostitution life." A 2010 study by Probation found that 60 percent of minors arrested for prostitution-related charges had a previous Department of Children and Family Services (DCFS) contact.

One and a half Victim Services Representatives (VSRs) or advocates will be assigned to the HA in CY 2022 to provide direct victim services to trafficking victims in designated "hot spot" areas. The HA VSRs will work collaboratively, through criminal justice and interagency efforts, to help identify trafficking victims, aid in their rescue, provide for their safety, and deliver the rehabilitative services needed to assist in rebuilding their lives.

The HA VSRs will coordinate and provide services for trafficking victims, especially minors, in South County (Compton/Long Beach), Central (greater LA), East County (Pomona/Norwalk), and North County (Sylmar/San Fernando/Antelope Valley/Pasadena). The HA VSRs will work closely with the DA's Human Trafficking Unit prosecutors to provide victims the support needed to assist in bringing traffickers to justice. The comprehensive services provided by the HA VSRs include: crisis intervention, follow-up counseling, emergency services including witness protection and relocation, court orientation and escort, victim compensation application assistance, resource referrals, training to law enforcement agencies, community outreach, and activities that promote public awareness.

In 2020, the HA VSRs assisted 135 new trafficking victims. HA VSRs maintain long-term contact with the trafficking victims, coordinating a panoply of continuing services.

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These victims are often caught in multiple court systems that can include dependency, criminal, and civil jurisdictions. To facilitate the coordinated delivery of services to this victim population, the HA VSRs participate in a number of working groups and taskforces targeting human trafficking of minors. In 2020, HA VSRs attended 29 separate multi-disciplinary meetings related to human trafficking.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the DA's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet (original) signature, to Kevin Lam, of the District Attorney's Office, Grants and Contracts Section at 211 W. Temple Street, Suite 200 Los Angeles, California 90012-3205

Any questions may be directed to Mr. Kevin Lam at (213) 257-2738, or at klam@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

kl

Attachments

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

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Los Angeles County Chief Administrative Office
Grant Management Statement for Grants $100,000 or More

Department:	DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description	HUMAN TRAFFICKING ADVOCACY (HA) PROGRAM

The Board of Supervisors has designated the District Attorney's Office, through its Victim Witness Assistance Program (VWAP), as the major provider of comprehensive services to victims of crime since 1977. Federal funds have been made available to VWAP grantees to provide the intensive services needed by trafficking victims, both forced labor and sex trade, through the Human Trafficking Advocacy Program (HA). Human Trafficking, "modern day slavery," is a menacing problem throughout Los Angeles County. Although hard to quantify, estimates are that at least 100,000 to 300,000 commercially sexually exploited children are in the United States, with Los Angeles being a destination County for human trafficking. The target areas for the HA is South County (Compton/Long Beach); East County (Pomona/Norwalk); Central (greater LA/Westside communities); and North County (Pasadena/Sylmar/San Fernando/Antelope Valley).

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State of California Office of Emergency Services (Cal OES)	Penal Code Section 13835 et seq.	N/A

Total Amount of Grant Funding:	$154,500	County Match:	$0
Grant Period	Begin Date: January 1, 2022	End Date:	December 31, 2022
Number of Personnel Hired Under This Grant	Full Time: 1	Part Time:	1

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	X	No	
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	X	No	
Is the County obligated to continue this program after the grant expires?	Yes		No	X
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes		No	X
b.) Identify other revenue sources (describe below)	Yes		No	X
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	X	No	

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature _____ Date 10-7-24

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Grant Subaward #: HA21 04 0190

Subrecipient: COUNTY OF LOS ANGELES

I, GEORGE GASCÓN (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds – SRH Sections 14.005

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- [x] Subrecipient expends $750,000 or more in federal funds annually.
- [ ] Subrecipient does not expend $750,000 or more in federal funds annually

II. Equal Employment Opportunity – SRH Section 2.025

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

EEO Officer: STANLEY YEN

Title: CHIEF OF HUMAN RESOURCES DIVISION

Address: 211 W. TEMPLE ST., SUITE 200, LOS ANGELES, CA 90012-3205

Telephone Number: (213)257-2702

Email Address: SYEN@DA.LACOUNTY.GOV

III. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – SRH Section 2.035

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

V. Lobbying – SRH Sections 2.040 and 4.105

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – SRH Section 2.045

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than $25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also

agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

VIII. Civil Rights Compliance – SRH Section 2.020

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Federal Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Special Conditions

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to

the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Requirements related to System for Award Management and Universal Identifier Requirements

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity

identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, are set out at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

    Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

    The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000 (for 2018 federal award) or $250,000 (for 2019 & 2020 federal awards)

    The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold ($150,000 [for 2018 federal award] currently, $250,000 [for 2019 & 2020 federal awards]). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000 [for 2018 federal award] and exceed $250,000 [for 2019 & 2020 federal

award]), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

    The Subrecipient must collect and maintain data that measure the

    performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. VOCA Requirements

    The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

    The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

    The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

    The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any Subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

    This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

    a. No discrimination, in procurement transactions, against associates of the federal government

       Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or -Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

    The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

    The Subrecipient must comply with all applicable requirements of 28

    C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The Subrecipient must comply with all applicable requirements of 28

    C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

    Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

    Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

    The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-

bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Grant Subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the fund.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: GEORGE GASCÓN

Official Designee's Title: DISTRICT ATTORNEY

Date Executed: 10-7-21

Federal Employer ID #: 95-6000927 Federal DUNS #: 781310990

Current System for Award Management (SAM) Expiration Date: 01/19/2022

Executed in the City/County of: LOS ANGELES

AUTHORIZED BY:

- ☐ City Financial Officer
- ☐ County Financial Officer
- ☐ City Manager
- ☐ County Manager
- ☒ Governing Board Chair

Signature: _____

Typed Name: HILDA SOLIS

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

APPROVED AS TO FORM
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

November 30, 2021

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:

AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE AND ACCEPT GRANT FUNDING FROM THE CALIFORNIA STATE DEPARTMENT OF INSURANCE FOR THE LIFE AND ANNUITY CONSUMER PROTECTION PROGRAM FOR FISCAL YEAR (FY) 2021-22 (ALL DISTRICTS) (3-VOTES)

SUBJECT

This Board Letter requests authority for the District Attorney's Office to complete and accept grant funding from the California Department of Insurance (CDI) for the Life and Annuity Consumer Protection Program (LACPP) for Fiscal Year 2021-22. Therefore, we are requesting the Chair to sign the required Resolution as required by the grantor.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete and accept grant funding from CDI for the LACPP in the amount of $120,000, which partially offsets the program cost for the period of July 1, 2021 through June 30, 2022.

2. Adopt the attached Resolution authorizing the DA to complete and accept grant funding and, as an agent for the County, to accept and execute a grant award agreement from CDI. This also includes authorization to approve any extensions or amendments to the grant award that do not affect net County cost.

DRAFT

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to continue the DA's commitment to assist and protect consumers of life insurance and annuity products in the State of California, by both the CDI and local district attorneys.

The CDI has invited the DA's Office to participate in the application process for the LACPP grant to enhance the prosecution of life and annuity financial abuse. The District Attorney's Office will use available funding to target the prosecution of cases involving annuity and life insurance fraud, including cases involving elderly victims.

An executed Resolution is required by CDI as part of the grant application.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the Los Angeles County's Strategic Plan Goal No. 1, Make Investments that Transform Lives: aggressively address society's most complicated social, health and public safety challenges; and Goal No. 3, Realize Tomorrow's Government Today: be an innovative, flexible, effective and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

CDI has awarded the DA's Office grant funding in the amount of $120,000 for the LACPP, which partially offsets the program cost. Funding is included in the DA's Fiscal Year 2021-22 budget.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The funds for the LACPP are generated by a $1 fee assessed on all new individual life and annuity products sold to California residents. The fee is assessed on any life and annuity policy issued by an insurer admitted to transact insurance in California. The LACPP allows 50% of the funds to be distributed to selected district attorneys to receive funds which will enable them to make an impact in the area of life and annuity financial abuse.

DRAFT

Under the direction of the Insurance Commissioner, the CDI administers the LACPP and distribution of funds to district attorneys for the investigation and prosecution of life insurance and annuity financial abuse by insurance licensees, or persons holding themselves out to be insurance licensees, or any person purporting to be engaged in the business of insurance.

The Resolution has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

CDI has awarded the DA's Office grant funding and will not propose any attorney staff augmentation. Therefore, the DA's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return three copies of the adopted Board letter and three Resolutions, with wet signatures, to Ms. Melanie Rubio, Grants and Contract Section, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Melanie Rubio at (323) 788-0027.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

mr

Attachments

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

DRAFT

Los Angeles County Chief Executive Office
Grant Management Statement for Grants $100,000 or More

Department:	DISTRICT ATTORNEY'S OFFICE

Grant Project Title and Description	LIFE AND ANNUITY CONSUMER PROTECTION PROGRAM (LACPP)

The objective of this program is to enhance the criminal investigation and prosecution of life insurance and annuity financial abuse by insurance licensees or persons holding themselves out to be insurance licensees, or any person purporting to be engaged in the business of insurance in Los Angeles County. These grant funds will allow the District Attorney's Office to successfully implement this program through collaborative efforts with the State of California, Department of Insurance (SCDI), and local law enforcement agencies.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA DEPARTMENT OF INSURANCE	CALIFORNIA INSURANCE CODE SECTION 10127.17	N/A

Total Amount of Grant Funding:	$120,000	County Match:	$0
Grant Period	Begin Date: July 1, 2021	End Date:	June 30, 2022
Number of Personnel Hired Under This Grant	Full Time: 0	Part Time:	3

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	X	No	
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	X	No	
Is the County obligated to continue this program after the grant expires?	Yes		No	X
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes		No	X
b.) Identify other revenue sources (describe below)	Yes		No	X
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	X	No	

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature _____ Date 10-26-21

BOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

RESOLUTION

Authorizing the District Attorney to complete a Life and Annuity Consumer Protection Program grant application to the California Department of Insurance.

WHEREAS, the County of Los Angeles Board of Supervisors desires to undertake a certain program designated Life and Annuity Consumer Protection Program to be funded in part from funds made available through Life and Annuity Consumer Protection Program – Section 10127.17 CIC and administered by the California Department of Insurance.

NOW, THEREFORE, BE IT RESOLVED, that the District Attorney of the County of Los Angeles is authorized to, on behalf of the Board of Supervisors, complete an application to the California Department of Insurance and execute the Grant Award Agreement, including any extensions or amendments thereof.

BE IT FURTHER RESOLVED, that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of the County of Los Angeles in a meeting thereof held on the _____ day of _____, 2021, by the following:

Vote

Ayes:

Noes:

Absent:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this _____ day of _____, 2021.

County of Los Angeles

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM
BY COUNTY COUNSEL:

RODRIGO A. CASTRO-SILVA

By _____
Elizabeth Pennington
Deputy County Counsel

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

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FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

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THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

November 30, 2021

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AUTHORITY TO CHARGE FOR BRUSH CLEARANCE ENFORCEMENT COSTS UPON DECLARED PARCELS, INCLUDING INVESTIGATION, BOUNDARY DETERMINATION, MEASUREMENT, CLERICAL AND OTHER RELATED COSTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisor's (Board) approval to establish a new initial inspection fee for brush clearance enforcement. Initial inspections of improved parcels declared by the Board to have hazardous vegetation and weed are a critical component to brush clearance enforcement and the fire prevention process. This resolution allows the recovery of initial inspection assessment costs to carry out this essential public safety function.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AFTER PUBLIC HEARING:

1. Find that the recommended action is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.

2. Adopt the attached resolution that will authorize the imposition of a special assessment on any improved parcel declared by the Board to have noxious or dangerous weeds requiring removal in order to recover the District's brush clearance enforcement costs,

including investigation, boundary determination, measurement, clerical and other related costs such as the cost of inspection.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the resolution will allow the District to recover the cost of enforcing the brush clearance ordinance by expanding the charge for enforcement to include initial inspections of all improved properties your Board declares as public nuisances each year.

State law authorizes county boards of supervisors to impose special assessments and liens to recover costs incurred in enforcing weed abatement upon parcels declared to have weed hazards, including investigation, inspection, boundary determination, measurement, clerical, and other related costs.

It is recommended that an initial inspection assessment be levied on all declared improved parcels, including those cleared by the owners, in order to fully recover the District's enforcement costs. If assessments had been imposed on declared improved parcels which are later cleared by their owners in 2020-21, the amount of the assessment would have been $150.96 per parcel.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal II, Strategy II.2: Support the Wellness of our Communities – Removal of overgrown weeds, neglected vegetation and illegal dumping contributes to the health and safety of residents within many of the County's diverse communities and Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

If your Board authorizes the recovery of initial inspections assessment costs, the District's brush clearance/weed abatement program would be virtually 100 percent revenue offset.

The County of Los Angeles Auditor-Controller approved the initial inspection fee of $150.96 for all declared improved parcels to offset the District's initial inspection costs.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County currently imposes abatement enforcement assessments only on declared parcels which are non-compliant after two brush clearance inspections. The inspection costs for the initial and secondary inspections are not currently recovered. Such parcels account for most of the roughly 51,000 improved parcels that your Board annually declares to have weeds. It is anticipated that starting in 2022, there will be approximately 50,000

brush clearance inspections. The inspection fees currently not collected account for 98 percent of the costs incurred by the fire department to oversee the program.

Authority for recovery of enforcement cost is in the State Health and Safety Code, Section 14912, as amended in 1982 by A.B. 2854 (Cortese). This letter recommends that your Board set a hearing and authorize the fee.

The California Health and Safety Codes allows for the authority to assess the costs of an initial inspection. Section 14902 of the California Health and Safety Code provides:

> "Before the arrival of the officer, board or commission or their representatives, any property owner may remove weeds at his or her own expense. Nevertheless, in any case in which an order to abate is issued, the board by resolution or motion may further order that a special assessment and lien may be imposed pursuant to Section 14912. In that case the assessment and lien shall be limited to the costs incurred by the responsible agency in enforcing abatement upon the parcels, including investigation, boundary determination, measurement, clerical and other related costs."

Weed, brush, and rubbish abatement will be conducted pursuant to California Health and Safety (Code) Sections 13879 and 14875-14922. The initial step of the process is a resolution of the Board declaring weeds, brush, and rubbish on designated properties to be a public nuisance. Following the resolution, a legal notice will be mailed to each property owner in the form prescribed in Section 14892 of the Code. An affidavit of mailing will be returned to the Board when the mailing of notices, as required by Section 14896 of the Code, has been completed.

After the notices have been mailed, public hearings will be held before the Weed Abatement and Brush Clearance Referees in Arcadia and the Antelope Valley. At these hearings, property owners will be given individual consultation regarding Program-related issues such as:

- Why specific properties have been included in the Program
- Why properties need to be cleared
- What needs to be done on the property to remove the hazard or public nuisance
- The inspection fee
- Clearance costs if the County performs the work

Property owners who have objections to having their properties included in the Program, may also appear before the Board during a public hearing, as required by Section 14898 of the Code, after which the Board may allow or overrule any or all objections and order the District to continue with abatement proceedings.

IMPACTS ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no effect on current Fire District services.

ENVIRONMENTAL DOCUMENTATION

The recommended action is not subject to the California Environmental Quality Act ("CEQA") because it is excluded from the definition of a project by section 15378(b) of the State CEQA Guidelines. The proposed action would allow for cost recovery that does not involve a specific project that would result in a potentially significant physical impact on the environment.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return two approved copies of this adopted action and resolution to:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063

Respectfully submitted,

ANTHONY C. MARRONE, INTERIM FIRE CHIEF

ACM:kc

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES
TO RECOVER INITIAL INSPECTION COSTS
FOR HAZARDOUS VEGETATION AND WEED ABATEMENT

WHEREAS, hazardous brush, dry grass, weeds, combustible growth, flammable vegetation and unpruned or otherwise neglected vegetation including native and ornamental plants, hereafter referred to collectively as hazardous or nuisance vegetation, where growing upon real property, or which are otherwise noxious or dangerous; and

WHEREAS, accumulated piles of trash, refuse, litter and other flammable material, hereafter referred to collectively as rubbish, can pose a fire hazard to the community; and

WHEREAS, the presence of hazardous or nuisance vegetation and rubbish upon real property are conditions which endanger the public safety and constitute a public nuisance which should be abated; and

WHEREAS, the Board of Supervisors of the County of Los Angeles (Board) previously found on January 5, 2021, as it does annually, that weeds, brush, and rubbish on designated properties to be a public nuisance; and

WHEREAS, the County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County (District) has a duty to protect the public safety and take actions necessary to abate a public nuisance; and

WHEREAS, as part of the enforcement process of abatement, the District prepares the annual brush clearance inspection list and conducts the inspection of all residential parcels in the High and Very High Fire Hazard Severity Zones in State

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Responsibility Areas (SRA) and the inspection of all declared residential parcels in the Very High Fire Hazard Severity Zone in Local Responsibility Areas (LRA). Approximately 50,000 inspections in all fire hazard areas are anticipated in the 2022 brush clearance inspection season; and

WHEREAS, the County, through the District, currently imposes assessments only on those declared parcels which are non-compliant after the second inspection. The cost of enforcement on the remaining declared parcels which are ultimately cleared by the property owner are not recovered. Such parcels will account for most of the roughly 50,000 improved parcels that the Board declares annually; and

WHEREAS, on October 2, 2019, California passed Assembly Bill 38 (Wood) (AB 38) requiring a seller of a real property located in a High or Very High Fire Hazard Severity Zone to provide specified documentation to the buyer that the real property is in compliance with wildfire measures described above, if the home was constructed prior to January 1, 2010. Assembly Bill 38 requires that, effective July 1, 2021, a seller of a real property shall provide the buyer documentation stating that the property is in compliance with Section 4291 of the Public Resources Code or local vegetation management ordinances. This state program will require off-season brush clearance inspections; and

WHEREAS, the California Health and Safety Code section 14902 authorizes the Board by resolution or motion to order a special assessment and lien to be imposed pursuant to California Health and Safety Code section 14912. The assessment and lien are limited to the costs incurred by the District in enforcing abatement upon the parcels, including investigation, boundary determinations, measurement, clerical and other

DRAFT

related costs. This includes an assessment for the costs incurred for an initial inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS FOLLOWS:

SECTION 1. Board Finds. The Board of Supervisors of the County of Los Angeles hereby finds that the hazardous or nuisance vegetation and rubbish upon real property in High and Very High Fire Hazard Severity Zones in SRA and, in the Very High Fire Hazard Zone in LRA constitute and are hereby declared a seasonable recurrent public nuisance which should be abated.

SECTION 2. Hearings. Subject to a Public Hearing to be held on November 30, 2021, this Board shall consider authorizing a brush clearance initial inspection assessment on all declared improved parcels, including those cleared by owners, in order to fully recover the District's enforcement costs.

SECTION 3. Recovery of Inspection Costs. The Chief is hereby authorized and directed to recover initial inspection assessment costs, which may include the costs of inspection, boundary determination, measurement, clerical, and other related costs, in the amount of $150.96 per parcel for all improved real property previously described above. The recovery of these costs is vital to the ongoing operation governing the initial inspection and subsequent abatement of those properties that remain a public nuisance and endanger the public safety.

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The foregoing resolution was on the 30th day of November, 2021, adopted by the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all other special assessment and taking districts, agencies and authorities for which said Board so acts, to be effective upon Board approval.

DRAFT

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501

ADOLFO GONZALES
Chief Probation Officer

November 30, 2021

The Honorable Board of Supervisors
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST APPROVAL OF FY 2022-23 JUVENILE JUSTICE REALIGNMENT BLOCK GRANT PLAN TO HOUSE, CARE AND SUPPORT YOUTH, AS AN ALTERNATIVE TO THE STATE'S DIVISION OF JUVENILE JUSTICE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Probation Department ("Probation" or "Department") is requesting approval of the attached Juvenile Justice Coordinating Council – Juvenile Justice Realignment Block Grant's ("JJRBG") Subcommittee's ("Subcommittee") recommended FY 2022-23 JJRBG Plan ("Plan").

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS (BOARD):

1. Approve the attached FY 2022-23 JJRBG Plan.

2. Authorize the Chief Probation Officer, or his designee, to submit the attached Plan to the State's Office of Youth and Community Restoration by the required due date of January 1, 2022.

3. Delegate authority to the Chief Probation Officer or his designee to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to provide services consistent with the Program, upon approval as to form by County Counsel.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purposes of the recommended actions are to obtain: 1) your Board's approval of the FY 2022-23 JJRBG Plan as recommended by the JJRBG; 2) your Board's authorization to submit the Plan to the State's Office of Youth and Community Restoration by the required due date of January 1, 2022; and 3) delegated authority for the Chief Probation Officer, or his designee, to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to provide services consistent with the Program, upon approval as to form by County Counsel.

JJRBG Plan Elements

As reflected in the attached document, the JJRBG Plan Elements are:

Part 1: Subcommittee Composition
Part 2: Target Population
Part 3: Programs and Services
Part 4: Juvenile Justice Realignment Block Grant Funds
Part 5: Facility Plan
Part 6: Retaining the Target Population in the Juvenile Justice System
Part 7: Regional Efforts
Part 8: Data – Youth Served
Part 9: Data – Outcome Measures

JJRBG Subcommittee's Recommendations

In developing the attached FY 2022-23 Plan, the Subcommittee considered Countywide Justice reform efforts and the work of the Youth Justice Work Group including recommendations from the report entitled, "Youth Justice Reimagined: Recommendations of the Youth Justice Work Group DJJ Transition Team."

The Plan being submitted for your Board's approval includes:

- Reliance on multi-disciplinary case planning
- Delivering programs focused on healing and youth development
- Providing a more therapeutic, home-like environment/small group model

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- Placing male youth temporarily at Campus Kilpatrick, pending the identification of a permanent site(s) and renovations are completed (also pending meetings with labor partners)

- Placing female youth at the Dorothy Kirby Center

- Ensuring ongoing contact, connection and relationship-building between youth and their families

- Utilizing Credible Messengers in the facilities and transition to the community

- Providing restorative justice/victim awareness programming

FY 2022-23 Plan Overview

The following provides an overview of the FY 2022-23 Plan based on its elements.

Part 1 - JJRBG Subcommittee Composition

The JJCC adopted a Resolution to create the JJRBG Ad-Hoc Subcommittee on January 14, 2021. The JJRBG Ad-Hoc Subcommittee consists of twelve members that include stakeholders from youth-serving County departments and community-based partners. The JJRBG meets regularly and does continuous work to further develop and help operationalize the DJJ transition Plan.

Part 2 - Target Population

The County's realignment target population includes youth who are adjudicated to be a ward of juvenile court for serious violent felonies as described in Welfare and Institutions Code Section 707 (b) or sex offenses as described in Penal Code Section 290.008 (c). For FY 2021-22, we anticipate there will be approximately 60 such youth. The service needs for this population have been identified as family support and engagement, substance use, mental health, transformative mentoring, job readiness, healing/restorative justice, cognitive rehabilitative therapy, youth leadership/advocacy, and a comprehensive education/vocational program.

Part 3 - Programs and Services

The County's programs and services are based on the Positive Youth Development framework which is a holistic approach that focuses on youth strengths and assets instead of deficits, emphasizing building positive relationships, supporting the development of skills and competencies, and connecting youth to educational, employment, civic, and cultural

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opportunities. Youth development programs prepare youth to meet challenges of adolescence by focusing on cultivating their strengths to help them reach their full potential.

The Plan includes educational opportunities with the capacity for vocational training, culturally rooted trauma informed healing groups, individual cognitive behavioral therapy, credible messengers, family engagement and support services, and restorative justice/victims' empathy awareness.

Part 4 - JJRBG Funds

The estimated FY 2022-23 JJRBG funding allocation for Los Angeles County is $24,582,568. The JJRBG will meet further to discuss proposed funding allocations for FY 2022-23

Part 5 - Facility Plan

The Board has identified Campus Vernon Kilpatrick (CVK) to temporarily house male DJJ youth while the County identifies and prepares a Secure Youth Track Facility (SYTF). An assessment of CVK for temporary adaptation into a SYTF has been completed by the DLR Group, former architects of CVK, as retained by the Department of Public Works (DPW), to provide professional advice to Probation and the JJRBG on its use of existing Board of State and Community Corrections (BSCC) licensed facilities for a SYTF.

Since August 2021, DLR has collaborated with Probation, DPW, County Counsel, the Chief Executive Office (CEO) and the Internal Services Department (ISD) to: 1) identify security enhancements needed at CVK to house youth identified as SYTF; 2) develop an ideal program to test Probation facility feasibility for long-term SYTF use; and 3) evaluate each facility in terms of functionality, security, and location criteria.

The assessment reflects the identified improvements needed to temporarily house up to 32 youth identified for a SYTF. The report considers, the June 2021 security assessment completed by the Los Angeles County Sheriff's Department and the least intrusive measures possible to provide increased security while maintaining the integrity of the LA Model and aesthetics of the surrounding community and building infrastructures.

As the County's planning efforts to identify a more permanent SYTF are underway, DLR collaborated with partnering agencies to complete work that included site visits, review and analysis of information, test adaptation of a typical dormitory, development of facility ranking criteria and facility evaluation. Throughout the process, Probation made every effort to incorporate the feedback of JJRBG and YJAG to ensure alignment with the Youth Justice Reimagined (YJR) report.

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Each facility was evaluated in a total of thirty-three areas, based on the "ideal program" characteristics, predicated on national best practices, LA Model, and visioning of the YJR. The adaptive responsiveness of each facility to meet the needs to provide sufficient treatment space (including mentors and clinical staff in each unit), individual rooms (best practice for trauma responsive living), while taking into account long-term expansion capacity. Incorporation of less restrictive step-down options, and a diversion center are in process.

In addition, JJRBG is developing a community engagement strategy with the Probation Oversight Commission that will include town hall meetings with community members near proposed permanent SYTF sites. Engagement with these communities will be ongoing throughout implementation of a permanent site and program.

The Department also recognizes the statutory meet and confer responsibility and is working with labor partners over the impacts of employee working conditions as a result of SB 823 implementation.

Part 6 - Retaining the Target Population in the Juvenile Justice System

To facilitate the retention of SB 823 youth in the juvenile justice system, the County will serve youth through a continuum of effective secure and non-secure alternatives to the criminal court system and DJJ, in collaboration with the District Attorney, Public Defender, Courts, Probation, Alternatives to Incarceration, the Office of Diversion and Reentry, restorative justice service providers and other relevant stakeholders.

Part 7 - Regional Efforts

SB 823 allocated $9.6 million for the BSCC to award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care.

Los Angeles County has been allocated $356,000 for facility improvements. With Campus Kilpatrick identified as the temporary SYTF site, these funds are being earmarked for facility improvements at this site. The Department is preparing a separate letter for your Board's consideration for the acceptance of these funds.

Parts 8 and 9 – Data: Youth Served and Outcome Measures

Collection of data is planned through multiple systems across various programs and services for youth. This data will include youth demographics, case management supportive efforts, youth general health and mental health services, youth educational and vocational services and training. Additionally, program specific data will also be targeted for collection to analyze outcome measures to build continuous quality improvement

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processes. The Department intends to explore opportunities to partner with a researcher and/or a university to conduct an evaluation study regarding program effectiveness.

Overall, the Plan will be updated, as needed, in collaboration with the JJRBG, with any significant operational changes to be reported to your Board prior to implementation.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives, by taking greater strides toward reforming service delivery within our justice systems; and Goal III: Realize Tomorrow's Government Today, by engaging our clients, communities, and partners.

FISCAL IMPACT/FINANCING

All services provided for by the FY 2022-23 Plan will be funded by the FY 2022-23 JJRBG. The estimated FY 2022-23 JJRBG funding allocation for Los Angeles County is $24,582,568. We do not anticipate a need for net County cost associated with the Plan's services at this time. In addition, the JJRBG will need to have detailed discussions regarding the proposed funding allocations for FY 2022-23. Thereafter, Probation, on behalf of the JJRBG, will work with the CEO on the related funding recommendations as part of the FY 2022-23 Budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 30, 2020, the Governor signed Senate Bill (SB) 823 directing the closure of DJJ and the transition of those responsibilities to the counties. Commencing July 1, 2021:

- DJJ stopped accepting new commitments while any youth currently housed at that time would continue to remain with DJJ for the duration of their disposition.

- Counties are responsible for the custody, treatment, and supervision of youth who would have otherwise been subject to a DJJ disposition.

Historically, youth have been committed to the DJJ based on serious offenses, such as murder, attempted murder, and robbery. As of August 2021, over 60% of serious offenses committed by this Los Angeles County population continue to be for murder and attempted murder.

In addition, SB 823 (Section 1995) directed each county's JJCC to submit a DJJ Annual Plan to the newly established State's Office of Youth and Community

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Restoration, describing the facilities and placements, programs and services, and reentry and supervision strategies effective for FY 2022-23 forward.

The State also established a JJRBG Program to provide counties with funding, appropriated through the General Fund, to support the aforementioned services. The JJRBG allocation is based on a formula that factors a county's DJJ commitments, adjudications for certain violent offenses, and the general youth population.

SB 823 Requirements

To be eligible for JJRBG funding, counties are required to:

- Create a subcommittee of the multi-agency Juvenile Justice Coordinating Council (JJCC) to develop a plan describing the facilities, programs, placements, services, supervision, and reentry strategies needed to provide appropriate rehabilitative and supervision services for the target population;

- Form the subcommittee with required members (chief probation officer, as chair, one representative from the district attorney, the public defender's office, the department of social services, the department of mental health, the county office of education or school district, and a representative from the court, with no fewer than three community members with experience providing community-based youth services, advocates, or people and direct experience in the juvenile justice system); and

- As indicated above, the submission of a plan to the State's Office of Youth and Community Restoration describing facilities, placements, programs and services and reentry and supervision services for youth treated locally, is required, for FY 2022-23 forward.

On February 9, 2021, your Board instructed the then created DJJ Subcommittee of the JJCC to submit its final FY 2021-22 DJJ Plan to your Board for approval prior to submitting the Plan to the State and to institute a standing report back to your Board on an annual basis to update the Plan, as needed.

The FY 2021-22 Plan was submitted to your Board by the initial DJJ Subcommittee on June 9, 2021 for approval, while the State did not require its formal submission. In contrast, the State requires annual plan submissions beginning with the FY 2022-23 JJRBG Plan due to their Office of Youth and Community Restoration by January 1, 2022.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County has taken bold steps to transform its youth justice system by embracing a care first youth development approach. The vision for local alternatives to the DJJ – as is the overriding vision for youth justice generally – is to improve youth and family wellness and community safety by increasing access to opportunities to strengthen resiliency and reduce delinquency. To advance the vision outlined in Youth Justice Reimagined, planning and implementation of those alternatives should be guided by a holistic, trauma-informed youth development approach in a therapeutic and homelike environment. This effort will continue to include youth leaders, community advocates, justice partners, and County agencies.

Developing and implementing local alternatives to the DJJ includes strengthening and better utilizing a continuum of care, from community-based supports to out-of-home settings (both non-secure and secure) and reserving secure confinement for youth as a last resort for the shortest duration possible.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

AG:

Attachment

C: Honorable Akemi Arakaki, Presiding Judge of the Juvenile Court
Alex Villanueva, Sheriff
George Gascón, District Attorney
Fesia Davenport, Chief Executive Officer
Celia Zavala, Executive Officer, Board of Supervisors
Rodrigo Castro-Silva, County Counsel
Christina R. Ghaly, Director, Department of Health Services
Selwyn Hollins, Director, Internal Services Department
Max Huntsman, Inspector General
Jonathan E. Sherin, Director, Department of Mental Health
Lisa M. Garrett, Director of Personnel
Barbara Ferrer, Director, Department of Public Health
Antonia Jimenez, Director, Department of Public Social Services
Sheila Williams, Senior Manager, Chief Executive Office
Debra Duardo, Superintendent, Los Angeles County Office of Education
Wendelyn Julien, Executive Director, Probation Oversight Commission

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Juvenile Justice Coordinating Council
JJCC-JJRBG Subcommittee
Justice Deputies

DRAFT

Attachment

Juvenile Justice Realignment Block Grant

Annual Plan

Date: 11/3/2021

County Name: Los Angeles

Contact Name: Adam Bettino

Telephone Number: (562) 940 3760

Email Address: adam.bettino@probation.lacounty.gov

Background and Instructions:

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based care, custody,and supervision of youth who are realigned from the state Division of Juvenile Justice or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency juvenile justice coordinating council to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth.

County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the Office of Youth and Community Restoration website.

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Part 1: Subcommittee Composition

Agency	Name and Title	Email	Phone Number
Probation Department (Chair)	Adam Bettino, Chief Deputy	Adam.Bettino@probation.lacounty.gov	(562) 940-3760
District Attorney's Office Representative	Alisa Blair	Ablair@da.lacounty.gov	(213) 257-2937
Public Defender's Office Representative	Luis J. Rodriguez	LRodriguez@pubdef.laounty.gov	(213) 974-2992
Department of Public Social Services Representative	Chavon Smith	ChavonSmith@dpss.lacounty.gov	(562) 908-6348
Department of Mental Health	Karen Streich	Kstreich@dmh.lacounty.gov	(213) 738-2895
Office of Education Representative	Jewel Forbes	Forbes_jewel@lacoe.edu	(310) 850-2021
Superior Court Representative	Tricia Penrose	Tpenrose@lacourt.org	(213) 633-0684
Community Member (SD1)	Bikila Ochoa	Bochoa@antirecidivism.org	(213) 955-5885
Community Member (SD2)	Patricia Soung	Psoungconsulting@gmail.com	(213) 355-8791
Community Member (SD3)	Josh Green	jgreen@urbanpeaceinstitute.org	(213) 404-0127
Community Member (SD4)	Johnnie Drawn Jr.	Jdrawn4u@yahoo.com	(213) 426-0108
Community Member (SD5)	R. Michael Dutton	Mckydsr@gmail.com	(661) 657-0987

Part 2: Target Population (WIC 1995 (C) (1))

2.1 Briefly describe the County's realignment target population supported by the block grant:

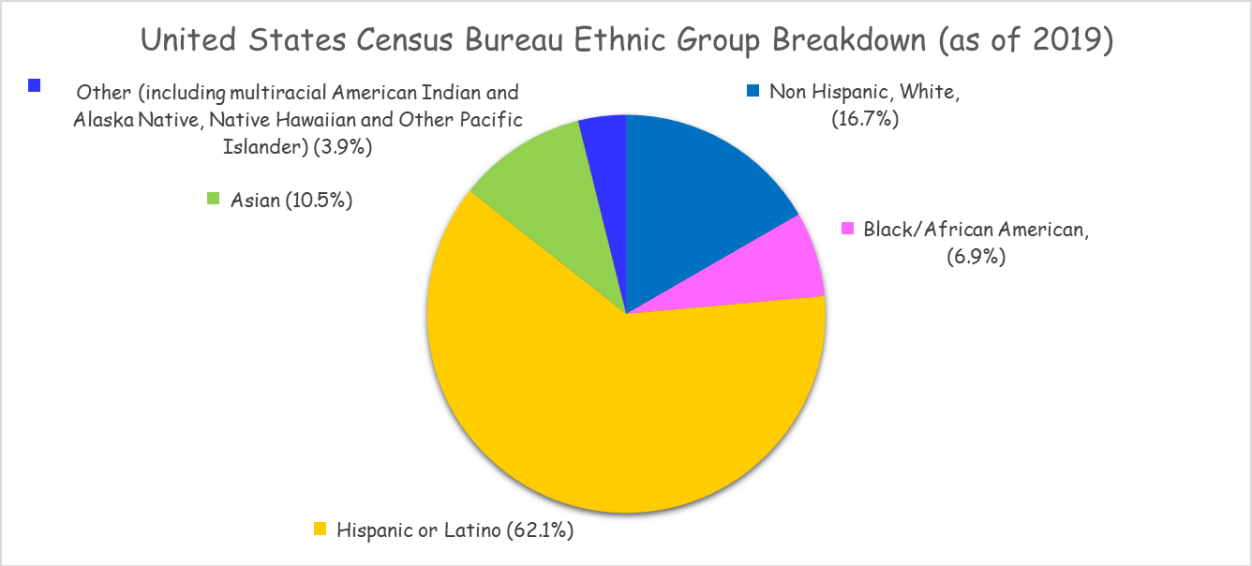
The County of Los Angeles realignment target population supported by the block grant includes youth who were eligible for commitment to the Division of Juvenile Justice prior to its closure on June 30, 2021, which includes those adjudicated to be a ward of juvenile court based on an offense described in Welfare and Institutions Code (WIC) Section 707 (b) or an offense described in Penal Code Section 290.008 (c) (SB 823, Chapter 1.7, Section 1990 (b)) and their reentry process to the community, including planning and linkages to support employment, housing and continuing education (SB 823, Section 1995, (3) (D)).

2.2 Demographics of identified target population, including anticipated numbers of youth served, disaggregated by factors including age, gender, race or ethnicity, and offense/offense history:

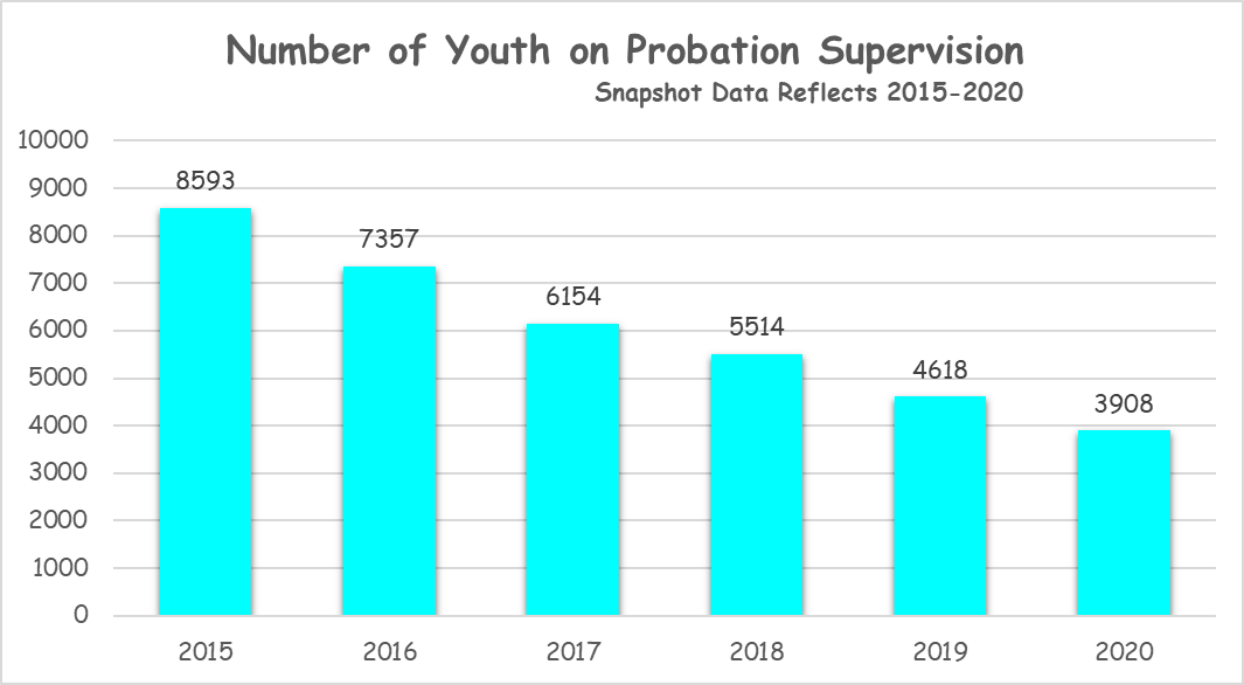
The County of Los Angeles was established on February 18, 1850 and is one of the nation's largest counties, with 4,084 square miles and 10,039,107 residents (as of July 1, 2019), accounting for approximately 27 percent of the State's population. The County includes 88 incorporated cities and many unincorporated areas.

As reported by the United States Census Bureau, of this population (2019), 863,303 youth, ages 11-17 years, reside in the County and the percentage of these youth race/ethnic groups were as follows:

United States Census Bureau Ethnic Group Breakdown (as of 2019)	%
Non-Hispanic, White	16.7%
Black/African American	6.9%
Hispanic or Latino	62.1%
Asian	10.5%
Other (including multiracial American Indian and Alaska Native, Native Hawaiian andOther Pacific Islander)	3.9%



Snapshot data for youth on Probation for Calendar Years (2015-2020) include the following, with a more than 50% decrease in youth on Probation between 2015 and 2020.



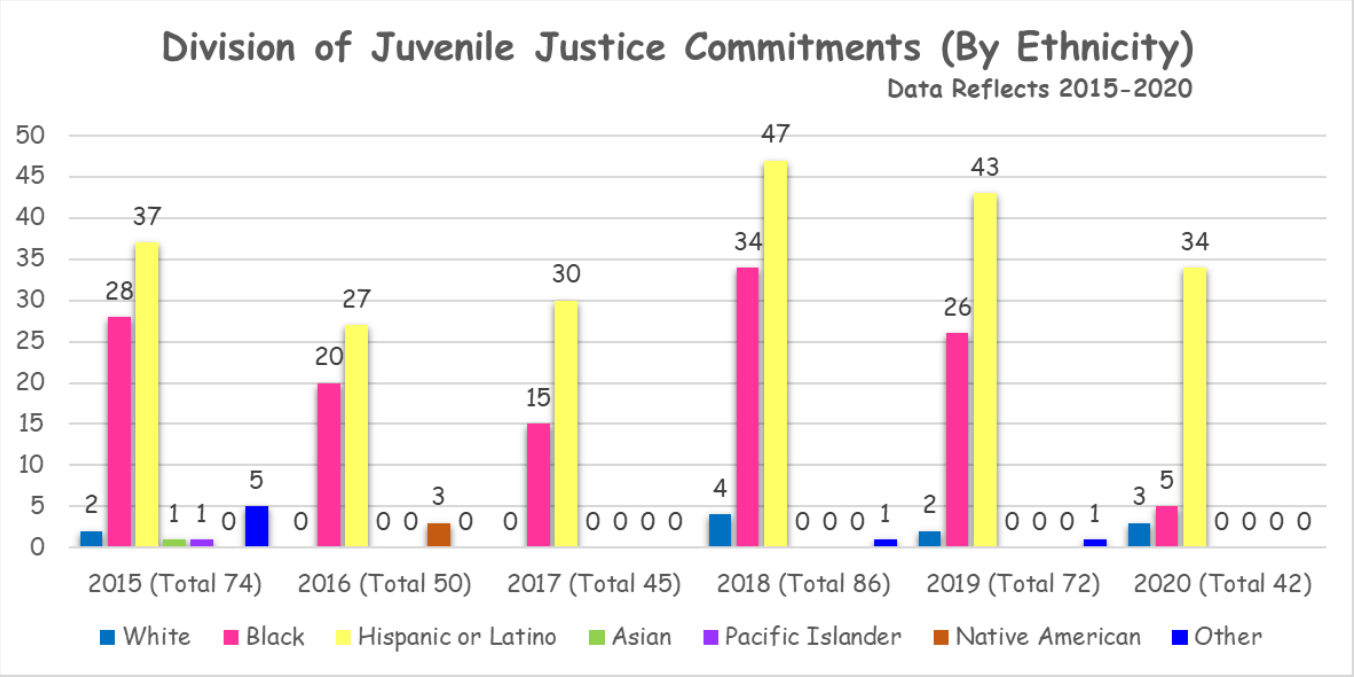
For the specific County identified target Plan population, information is provided by the following categories:

1. Historical demographic information for our County's 369 Division of Juvenile Justice (DJJ) youth commitments: (a) by ethnicity, (b) age and (c) gender at the time of Juvenile Court disposition, for Calendar Years 2015-2020
2. Historical most serious sustained offense information for 114 youth who received a DJJ disposition for Calendar Years 2019-2020
3. Additional historical delinquency information for 114 youth who received a DJJ disposition for Calendar Years 2019-2020
4. Demographic and most serious sustained offense information for 163 youth with current DJJ dispositions (as of March 2021)

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1. (a) Historical ethnicity information for the County's 369 DJJ youth commitments (at time of Juvenile Court Disposition) for Calendar Years 2015-2020 include:

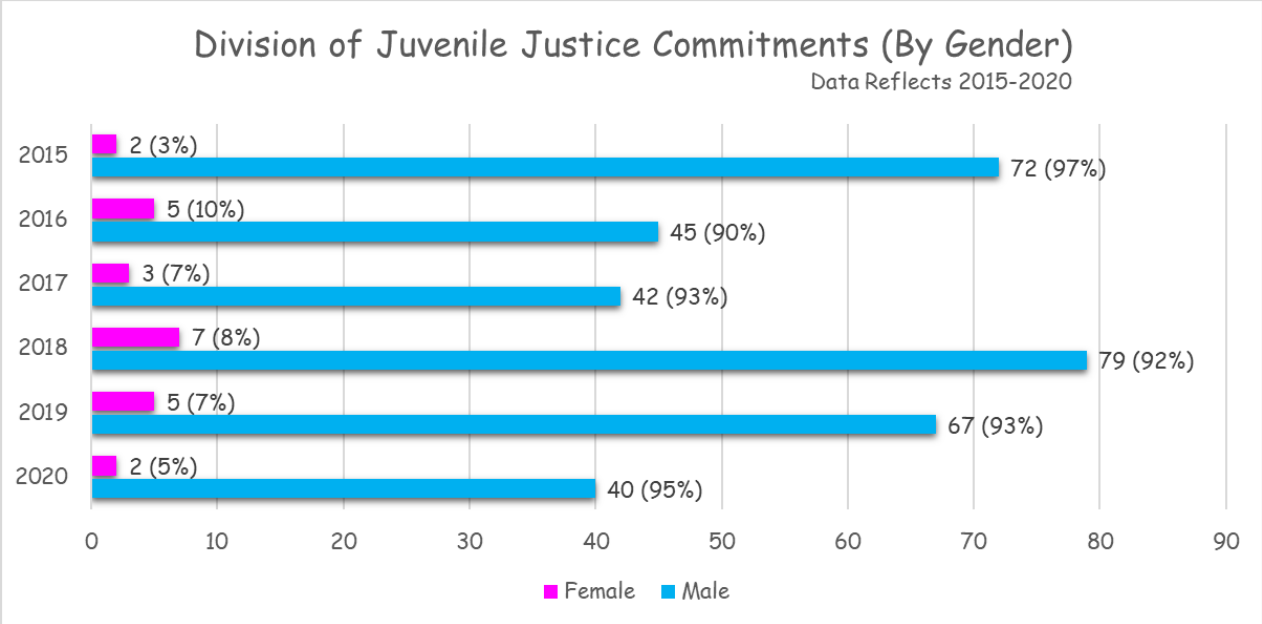
Ethnicity	White		Black		Hispanic or Latino		Asian		Pacific Islander		Native American		Other		**Total**	
2015	2	3%	28	38%	37	50%	1	1%	1	1%	0	0%	5	7%	74	100%
2016	0	0%	20	40%	27	54%	0	0%	0	0%	3	6%	0	0%	50	100%
2017	0	0%	15	33%	30	67%	0	0%	0	0%	0	0%	0	0%	45	100%
2018	4	5%	34	40%	47	55%	0	0%	0	0%	0	0%	1	<1%	86	100%
2019	2	3%	26	36%	43	60%	0	0%	0	0%	0	0%	1	1%	72	100%
2020	3	7%	5	12%	34	81%	0	0%	0	0%	0	0%	0	0%	42	100%
Total	11	3%	128	35%	218	59%	1	0%	1	0%	3	1%	7	2%	369	100%



Between the Calendar Years of 2015-2019, Black youth DJJ commitments ranged from 33%-40% of the total County commitments; in the 2020 Calendar Year, Black youth made up 12% of the DJJ youth County commitments, an approximate 68% decrease from the previous years' averages.

1. (b) Historical gender information for the County's 369 DJJ youth commitments (at time of JuvenileCourt Disposition) for Calendar Years 2015-2020:

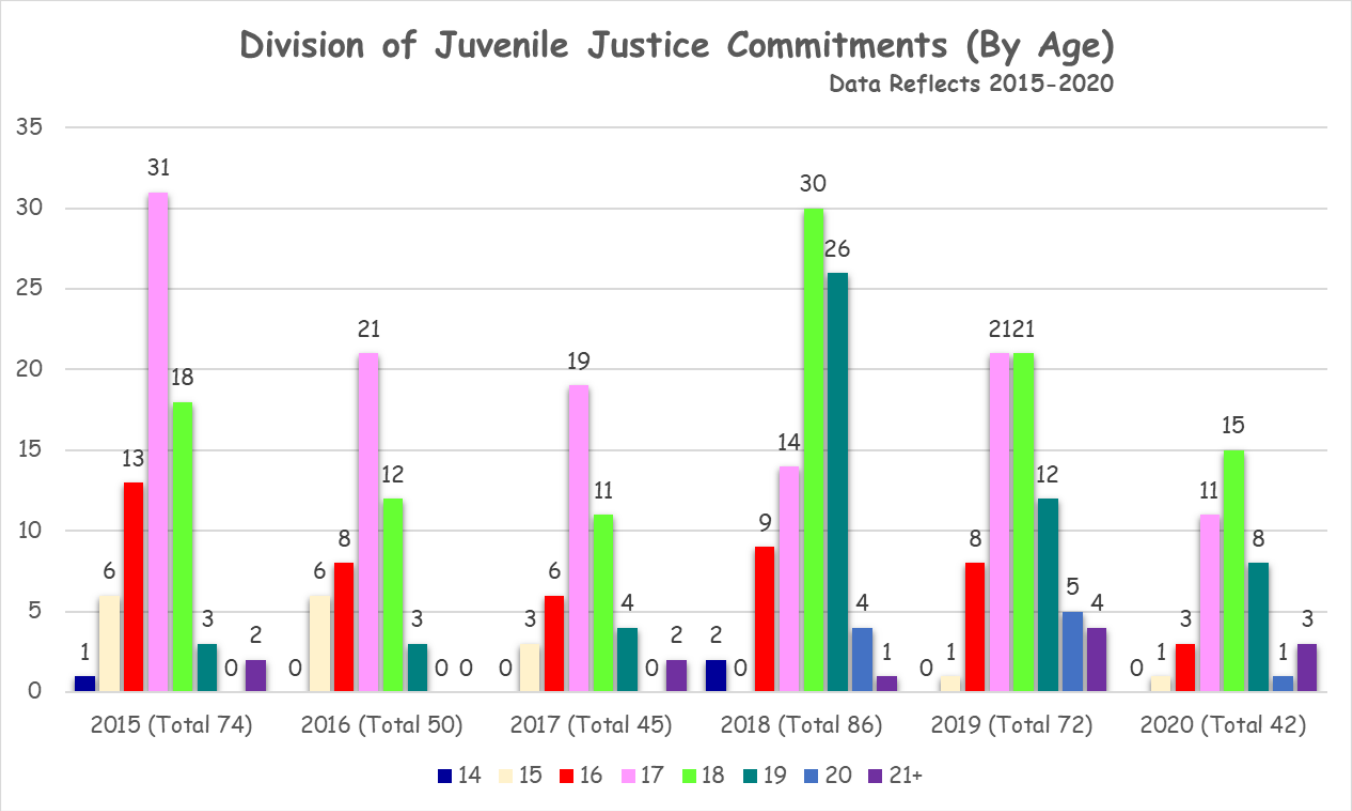
Gender	Male		Female		Total	
2015	72	97%	2	3%	74	100%
2016	45	90%	5	10%	50	100%
2017	42	93%	3	7%	45	100%
2018	79	92%	7	8%	86	100%
2019	67	93%	5	7%	72	100%
2020	40	95%	2	5%	42	100%
Total	345	93%	24	7%	369	100%



There have not been significant percentage changes for male and female County youth ordered to DJJ for the six (6) Calendar Years (2015-2020) as indicated in Chart/Graph 1b.

1. (c) Historical age information for the County's 369 DJJ youth commitments (at time of Juvenile Court Disposition) for Calendar Years 2015-2020 include:

Age at Commitment	14		15		16		17		18		19		20		21+		Total	
2015	1	1%	6	8%	13	18%	31	42%	18	24%	3	4%	0	0%	2	3%	74	100%
2016	0	0%	6	12%	8	16%	21	42%	12	24%	3	6%	0	0%	0	0%	50	100%
2017	0	0%	3	7%	6	13%	19	42%	11	24%	4	9%	0	0%	2	5%	45	100%
2018	2	2%	0	0%	9	10%	14	16%	30	35%	26	30%	4	5%	1	2%	86	100%
2019	0	0%	1	1%	8	11%	21	29%	21	29%	12	17%	5	7%	4	6%	72	100%
2020	0	0%	1	2%	3	7%	11	26%	15	36%	8	19%	1	2%	3	7%	42	100%
Total	3	1%	16	5%	44	13%	106	32%	92	28%	48	15%	9	3%	12	3%	369	100%



As indicated in the previous chart/graph (1c) regarding age at DJJ commitments, the age at commitment began increasing in 2018, where youth ages 15-17 have decreased and ages 18-19 years increased. The passage of Senate Bill (SB) 382 on January 1, 2016, and Proposition (Prop.) 57 (The Public Safety and Rehabilitation Act of 2016) on November 8, 2016, likely increased the number and age of commitments based on the following:

- SB 382 made changes to Fitness Hearings for juvenile offenders by changing factors that the court may give weight to when determining whether a youth should be tried in Juvenile or Adult Court; this comprehensive information including facts about the crime and the youth's ability to rehabilitate as well as the Juvenile Court may give weight to any relevant factor including, but not

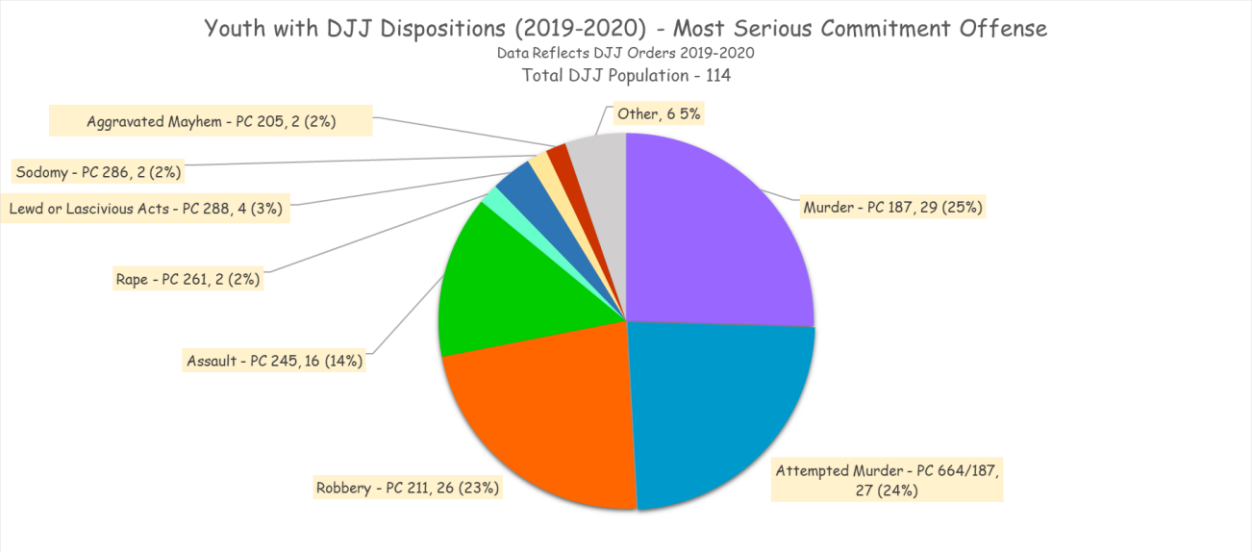
limited to those listed under each of the five criteria. This Bill ensures judges consider the actual behavior of the individual and his/her ability to grow, mature and be rehabilitated.

- Proposition 57 ended direct filing by the District Attorney, eliminated the presumption of unfitness and allowed for the filing of the "Motion to Transfer to Adult Court" for the following two groups of youth: a) for those ages 16-17, for any felony offense and; b) for ages 14-15, Welfare and Institutions Code (WIC) Section 707 (b) offenses where prior to this, the DA could make a fitness motion for youth ages 16-17, under WIC Section 707 (a)(1) for any offense, and under WIC Section 707 (c) for youth ages 14-15 for WIC 707 (b) offenses. Additionally, Prop. 57 also allowed for the return of cases from the Adult Court, which had not had the benefit of the Motion to Transfer to Adult Court process.

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2. For the 114 County youth committed to DJJ during Calendar Years 2019-2020, the following includes their most serious commitment offense:

Youth with DJJ Dispositions (2019-2020) - Most Serious Commitment Offense			
Commitment Offense (Most Serious)	Commitment Offense Code	# Of Youth	%
Murder	PC 187	29	25%
Attempted Murder	PC 664/187	27	24%
Robbery	PC 211	26	23%
Assault	PC 245	16	14%
Rape	PC 261	2	2%
Lewd or Lascivious Acts	PC 288	4	4%
Sodomy	PC 286	2	2%
Aggravated Mayhem	PC 205	2	2%
<u>Other:</u> Torture Kidnapping for Robbery Carjacking While Armed Criminal Conspiracy Voluntary Manslaughter Forcible Oral Copulation	 PC 206 PC 209(B)(1) PC 215(A) PC 182(5) PC 192(A) PC 287(B)(1)	6	5%
Total		114	100%



As this pie chart indicates, approximately 72% of County youth were ordered to DJJ for serious offenses (49% total – Murder-25% and Attempted Murder-24%) and Robbery (23%).

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3. For the 114 County youth committed to DJJ during Calendar Years 2019-2020, the following includes additional information related to their delinquency histories:

	Total # of Youth with DJJ Commitments	Average Age at DJJ Commitment	# of Youth Where DJJ Commitment Offense Was First Contact with Law Enforcement	# of Youth with Prior Arrest/ Probation History	# of Youth with Motion to Transfer prior to DJJ Order
2019	72	18.5	19	53	31
			26%	74%	43%
2020	42	18.4	12	30	18
			29%	71%	43%

	# of Youth with Prior Informal Probation	# of Youth with Prior Probation Wardship (Not Including DJJ Offense)	Average # of Law Enforcement Contacts Prior to DJJ Commitment Offense(s)	Average Age When Wardship was Declared
2019	5	52	4	15.6
	7%	72%		
2020	7	25	4	15.7
	17%	60%		

As mentioned, the average age of DJJ commitment increased to approximately 18-19 years. Additionally, for youth committed to DJJ for Calendar Years 2019-2020:

- 72% had prior arrests/Probation history
- 15.6 years was the average age when Juvenile Court wardship was declared
- 66% had prior Juvenile Court ordered delinquency wardship prior to their DJJ disposition

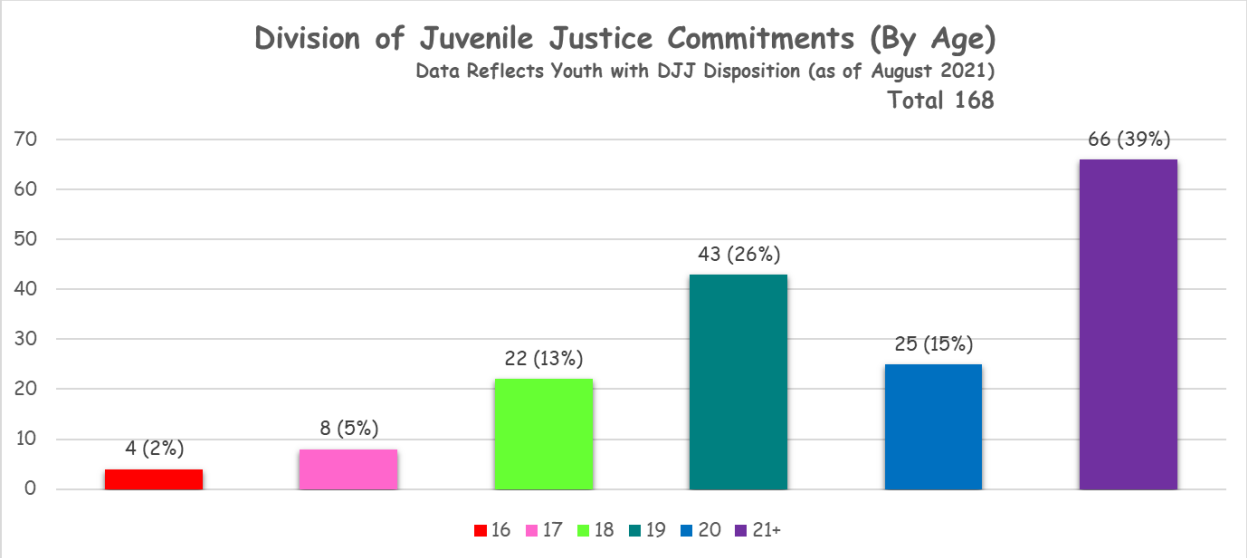
4. As of August 2021, the following includes demographic information as well as the most serious commitment offense for County youth with current DJJ dispositions:

Youth with DJJ Dispositions (as of August 2021) - Demographic Information

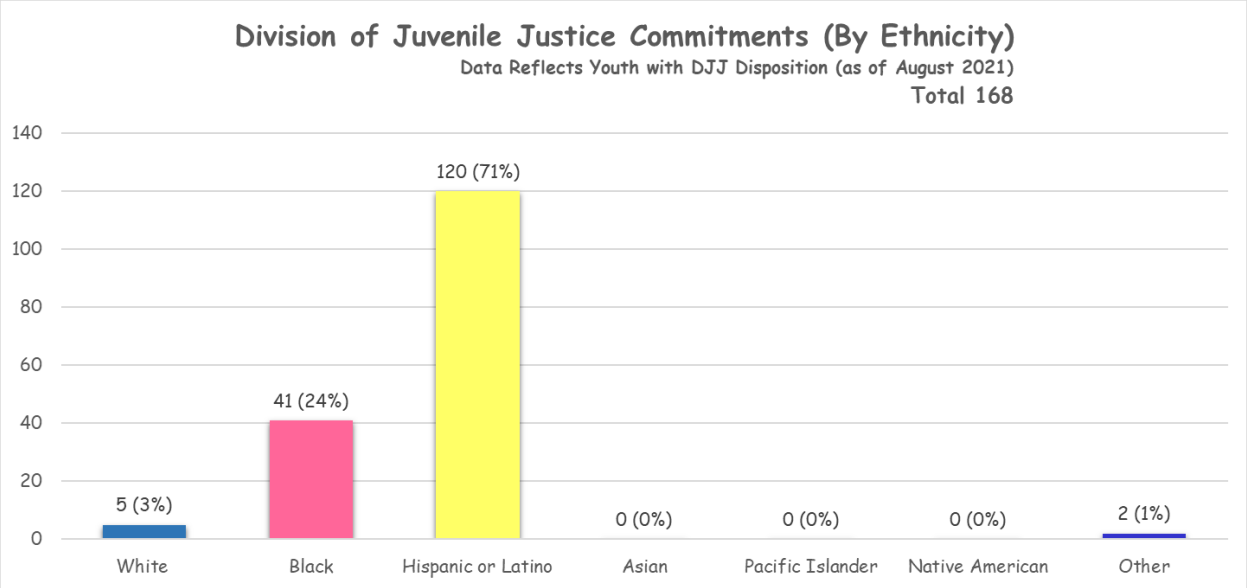
Age*	# of Youth	%
16	4	2%
17	8	5%
18	22	13%
19	43	26%
20	25	15%
21	27	16%
22	22	13%
23+	17	10%
Total	**168**	**100%**

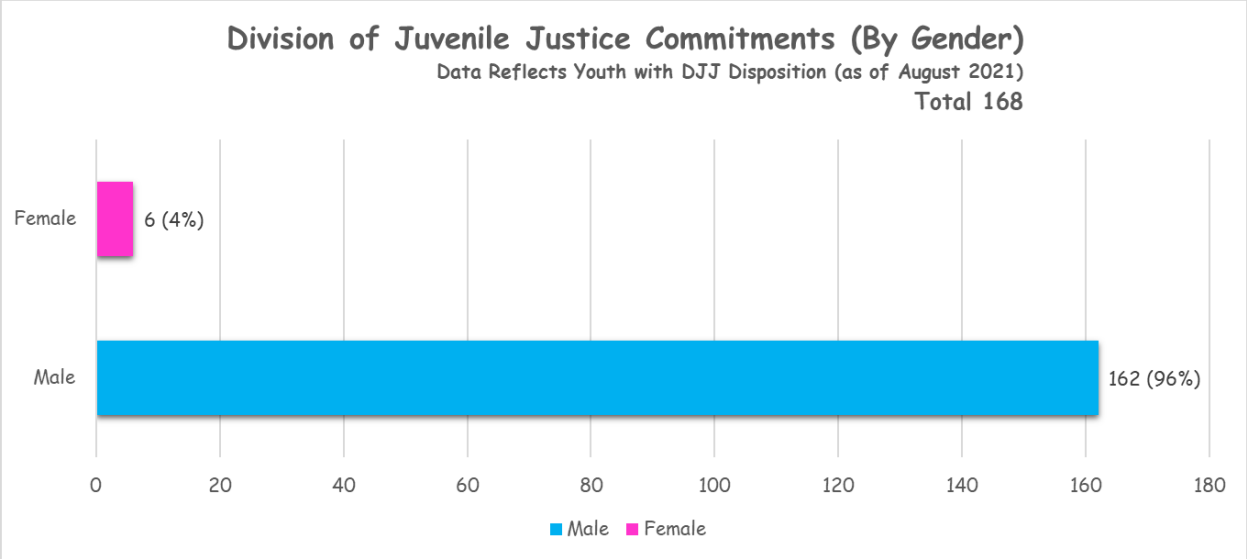
Ethnicity	# of Youth	%
White	5	3%
Black	41	24%
Hispanic or Latino	120	71%
Asian	0	0%
Pacific Islander	0	0%
Native American	0	0%
Other	2	1%
Total	**168**	**100%**

Gender	# of Youth	%
Male	162	96%
Female	6	4%
Total	**168**	**100%**

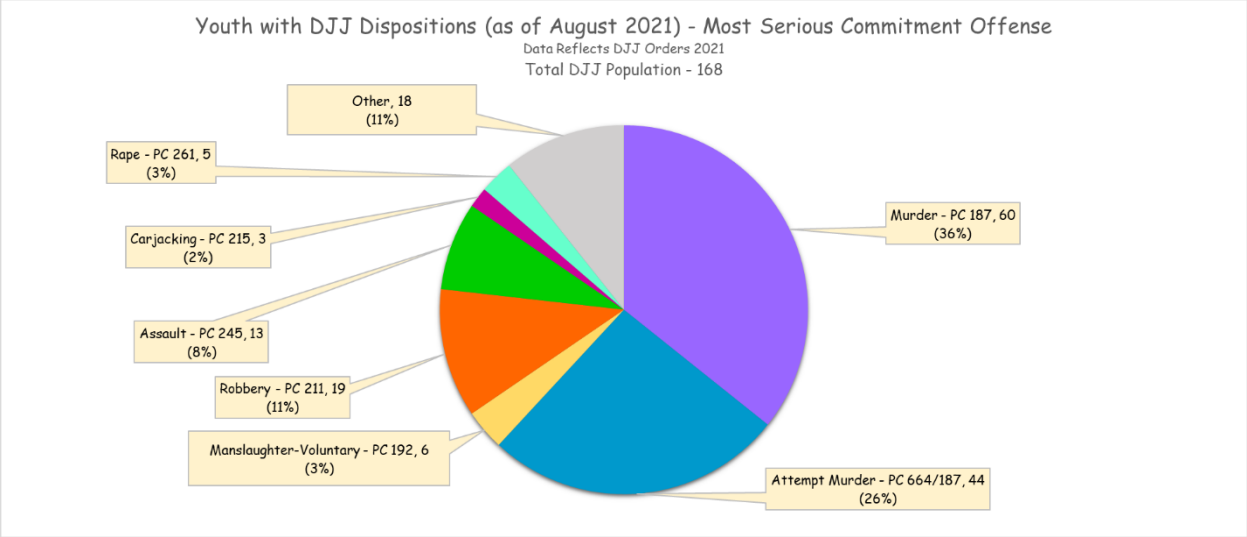


The average ages of County youth currently housed at DJJ are on par with the average ages at disposition considering average length of commitment (approximately 28 months), although this may be based on the current average age at disposition.


Division of Juvenile Justice Commitments (By Ethnicity)
Data Reflects Youth with DJJ Disposition (as of August 2021)
Total 168
140
120
100
80
60
40
20
0
5 (3%)
41 (24%)
120 (71%)
0 (0%)
0 (0%)
0 (0%)
2 (1%)
White
Black
Hispanic or Latino
Asian
Pacific Islander
Native American
Other

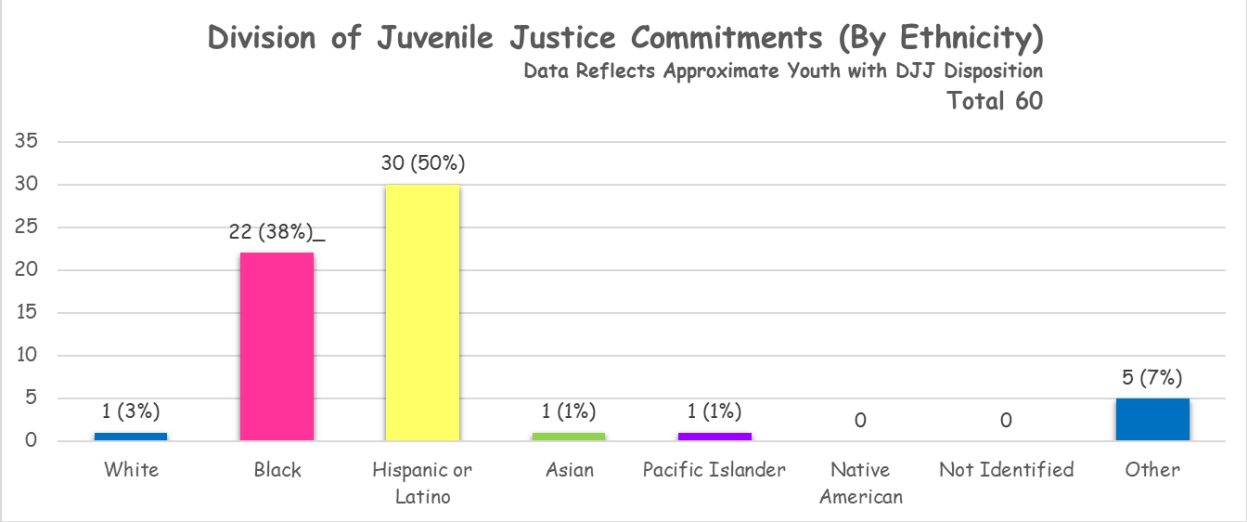

Division of Juvenile Justice Commitments (By Gender)
Data Reflects Youth with DJJ Disposition (as of August 2021)
Total 168
Female
6 (4%)
Male
162 (96%)
0
20
40
60
80
100
120
140
160
180
Male
Female

Youth with DJJ Dispositions (as of August 2021) - Most Serious Commitment Offense			
Commitment Offense (Most Serious)	Commitment Offense Code	# Of Youth	%
Murder	PC 187	60	36%
Attempt Murder	PC 664/187	44	26%
Manslaughter-Voluntary	PC 192	6	3%
Robbery	PC 211	19	11%
Assault	PC 245	13	8%
Carjacking	PC 215	3	2%
Rape	PC 261	5	3%
Other: Forceable Oral Copulation Conspiracy Child Endangerment Kidnapping Lewd or Lascivious Acts Sodomy	 PC 287 PC 182 PC 273 PC 209 PC 288 PC 286	18	11%
Total		168	100%

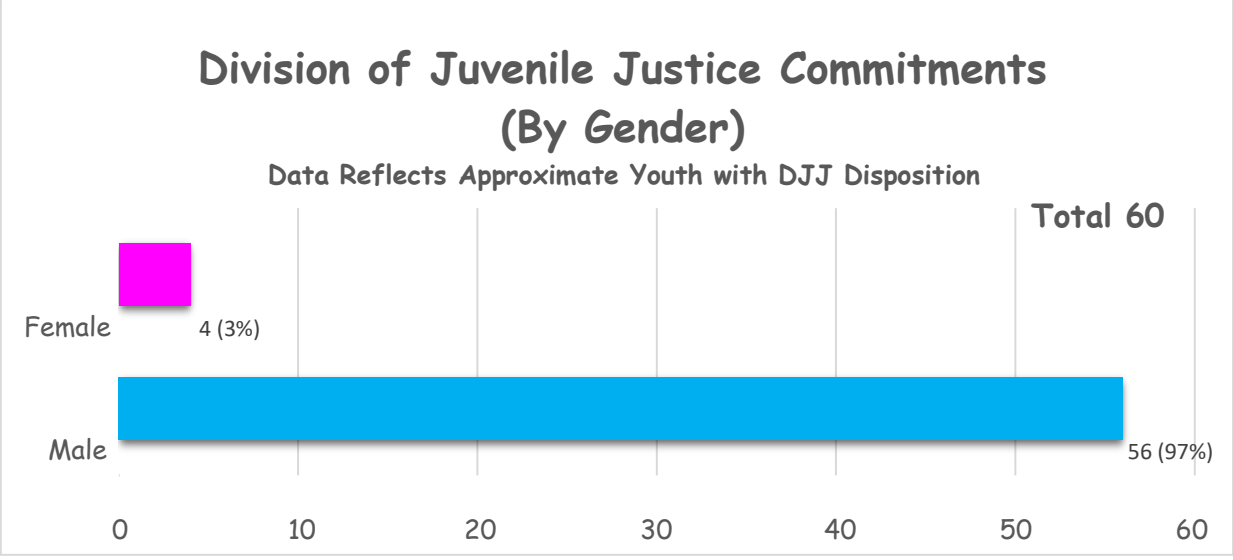


Based on historical information, the County approximates that Juvenile Court may order an estimated 60 youth annually to the County's Secure Alternative to DJJ as follows:

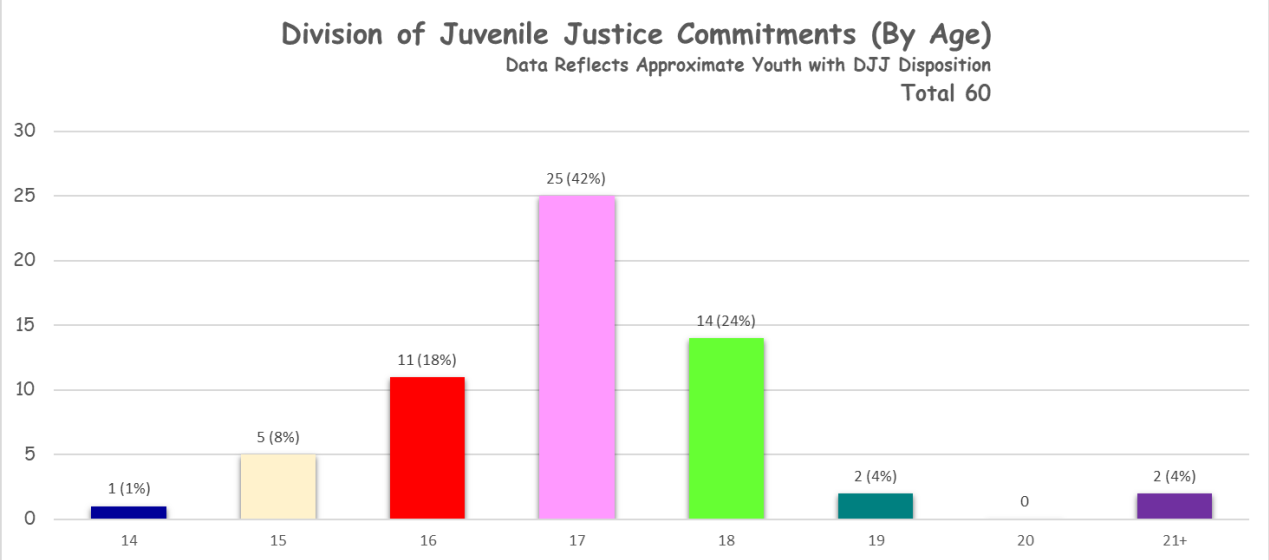
Ethnicity	White		Black		Hispanic or Latino		Asian		Pacific Islander		Native American		Not Identified		Other		**Total**	
Averages	1	3%	22	38%	30	50%	1	1%	1	1%	0	0%	0	0%	5	7%	60	100%



Gender	Male		Female		**Total**	
Averages	56	97%	4	3%	60	100%



Age at Commitment	14		15		16		17		18		19		20		21+		Total	
Averages	1	1%	5	8%	11	18%	25	42%	14	24%	2	4%	0	0%	2	3%	60	100%



Additionally, it is anticipated that the averages of prior arrests/Probation history approximately 72%), average age (15.6 years) when Juvenile Court wardship was declared and average number of youth (66%) who had prior Juvenile Court ordered delinquency wardship prior to their DJJ disposition will not change significantly.

Describe any additional relevant information pertaining to identified target population, including programs, placements and/or facilities to which they have been referred.

Additional relevant information pertaining to the County's identified target Plan population, including programs, placements and/or facilities to which they have been referred is provided as follows:

1. Additional historical delinquency and dependency information for 114 youth who received a DJJ disposition for Calendar Years 2019-2020

2. Mental health profile for 94 youth with DJJ dispositions from March 2019 – February 2021

5. Historical Delinquency/Dependency information for the 114 youth who received a DJJ dispositionfor Calendar Years 2019-2020:

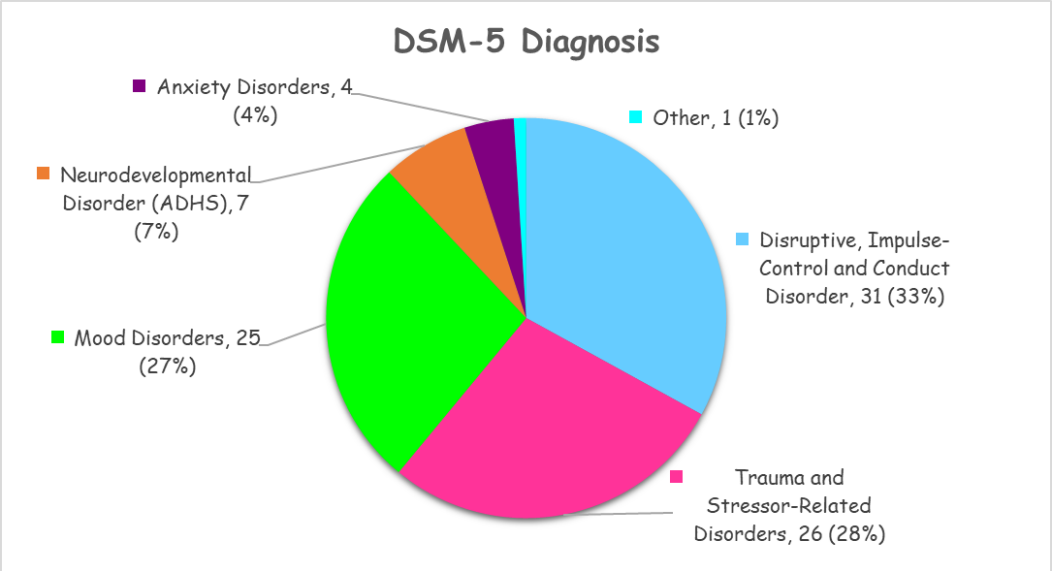
	Total # of Youth with Prior Suitable Placement (SP) Orders	Total # of Youth with Prior Camp Community Placement (CCP) Orders	Average # of SP Orders Prior to DJJ Commitment	Average # of CCP Orders Prior to DJJ Commitment	# of Youth with Bench Warrants Issued	Average # of Bench Warrants
2019	29	39	1.5	1.3	37	2
	40%	54%			51%	
2020	16	22	1	1	21	3.5
	38%	52%			50%	

	# of Youth with Any DCFS Referral (Inconclusive, Unsubstantiated or Substantiated)	# of Youth with at Least One Substantiated DCFS Referral	# of Youth with Prior Dependent Status (Declared WIC 300 Ward)	# of Youth with WIC 241.1 Assessment	# of Youth with Prior Dual Supervision (WIC 300/WIC 654.2, 725a, 790)	# of Youth on Dual Status at Time of DJJ Commitment Offense
2019	61	31	21	9	3	8
	85%	43%	29%	13%	4%	11%
2020	36	16	9	5	1	3
	86%	38%	21%	12%	2%	7%

Additionally, for youth committed to DJJ for Calendar Years 2019-2020:

- 39% of the youth had a prior Suitable Placement disposition order
- 53% had a prior Camp Community Placement disposition order
- 50% had prior Bench Warrant issued by Juvenile Court
- 86% had prior DCFS referral (inconclusive, unsubstantiated or substantiated)
- 41% had at least one (1) substantiated DCFS referral
- 25% had prior Dependency Status (WIC 300 wardship)

6. The Mental Health profile of 128 County youth sent to DJJ (between 3/2019-7/2021) includes:
   - Youth primary diagnosis included:



Additionally:

- Many youths have secondary diagnoses
- Youth had a history of prior psychiatric hospitalization
    - 10% of youth in the sample had at least one psychiatric hospitalization
- Youth had prior placement on Enhanced Supervision
    - 38% of youth in the sample had been on Enhanced Supervision
- Youth had a history of psychotropic medication in the Juvenile Hall
    - 77% of youth had been on psychotropic medication
    - Many of the sample were currently on medication
    - A significant number of the youth were treated for insomnia which inflates the overall percentage

Los Angeles County anticipates that some youth may return from DJJ as it closes its facilities. We cannot anticipate how many youth will return, but we anticipate that some will enter a SYTF site or may be eligible for a step-down program.

Part 3: Programs and Services (WIC 1995 (c)(2))

Provide a description of the facilities, programs, placements, services and service providers,supervision, and other responses that will be provided to the target population:

Los Angeles County has taken bold steps over the last several years to transform its youth justice system, through the creation of the Youth Justice Workgroup composed of a diverse group of youth leaders, community advocates, service providers, County representatives (including staff from the Probation Department), and justice partners (DA, defense offices, and the Courts) and the subsequent adoption of that body's vision for Youth Justice Reimagined (YJR) that embraces a "care first youth development approach to youth justice" and "commit[s] to transitioning the County's youth justice system to the care-first model outlined in the YJWG Report by 2025." This YJR vision includes a series of structural changes that will transition [the] Juvenile Probation to a Department of Youth Development (DYD) in a three-phase approach spanning a period of at least five years. It is within this transformational moment that LA turns to the opportunity to serve youth who would have previously been committed to DJJ prior to its closure of intake on June 30, 2021.

To facilitate youth well-being as well as public safety, positive youth development is a holistic approach that focuses on youth strengths and assets instead of deficits and problems; emphasizes building positive relationships; supports the development of skills and competencies; and connects youth to educational, employment, civic, and cultural opportunities. Developing and implementing local alternatives to the Division of Juvenile Justice includes strengthening and better utilizing a continuum of care, from community-based supports to out-of-home settings (both non-secure and secure) and reserving secure confinement for youth as a last resort for the shortest duration possible.

The Los Angeles County Probation Department has collaborated with many visionaries both locally and nationally to re-imagine the landscape of care and rehabilitation. The facilities are designed to align with the principles centered in the creation of youth-centered therapeutic environment for youthful offenders up to the age of 25.

The youth-centered therapeutic environments approach ensures that all collaborative partners leverage available resources and coordinate approaches in a setting described as a "therapeutic milieu." The therapeutic milieu refers to and includes all aspects of the environment within which youth live and staff work. The milieu is characterized by a "culture of care" and respect among all persons in the setting (e.g., probation staff, youth, kitchen staff, medical providers, mental health clinicians, administrators, educators, volunteers, and any other person who provides services) as well as the formal programming and education elements that are critical to each young person's development. The milieu is designed to cultivate opportunities for growth and healing while promoting personal autonomy and responsibility.

Probation has developed a strategic long-term implementation plan that utilizes the practice areas identified in the Youth in Custody Practice Model (YICPM)[1], and approaches outlined in the LA Model.

Launched by the Los Angeles County Probation Department at Campus Kilpatrick in 2017, the "LA Model" was a new approach to juvenile justice in Los Angeles that is focused on the positive development of youth in small, home-like settings using intensive group processing facilitated by consistent staff-youth teams. In this environment, youth hold each other accountable for maintaining a safe, respectful environment, engaging in treatment, and working towards change.

Vision and Values Guiding SB 823 Implementation

The vision for local alternatives to the Division of Juvenile Justice – as is the overriding vision for youth justice generally – is to improve youth and family wellness and community safety by increasing access to opportunities to strengthen resiliency and reduce delinquency. To advance that vision and strengthen and build on the LA Model and work towards Youth Justice Reimagined, planning and implementation of those alternatives should be guided by the following values:

- **Holistic, trauma-informed youth development approach**
    - Justice responses to youth should focus on a continuum of holistic youth development responses to achieve rehabilitation, healing, public safety and restorative justice.

[1] The Youth in Custody Practice Model (YICPM) is informed by research on "what works," and professionalstandards needed to implement best practices for serving youth in custody, and was developed by the Council of Juvenile Correctional Administrators, the Center for Juvenile Justice Reform at Georgetown University's McCourt School of Public Policy (CJJR), and a team of consultants to assist state and county juvenile correctional agencies to implement a comprehensive and effective service delivery approach

- A Youth Development approach is rooted in a positive, strengths-based and social justice orientation to working with youth, families and communities, characterized by opportunities that promote a sense of belonging, usefulness and power by helping youth develop competencies enabling them to grow and lead healthy, responsible and caring lives.
- Consistent with evidence-based approaches and supportive of holistic, trauma- informed youth development, a goal is to dramatically reduce the prosecution of youth in adult court. Therefore, "youth should be served through a continuum of effective secure and non-secure alternatives to the criminal court system and Division of Juvenile Justice.
- The justice system should make intentional investment in effective community-based organizations rooted in directly impacted neighborhoods to provide support services for youth in and out of custody. Re-entry support with connection to the community is critical and should begin right away.
- Robust educational and vocational opportunities should be provided.

- **Therapeutic, home-like environments**
  - Out-of-home placements—both non-secure or secure—should promote healing in a safe, therapeutic, home-like environment; engage/deliver services within a therapeutic milieu; and provide reentry services to ensure a seamless and positive return to the community.
  - Facility staffing should prioritize hiring from backgrounds in evidence-based, youth development approaches to working with youth. All staff must be trained in and committed to adopting a trauma-informed, positive, youth-centered approach.

- **Further reducing reliance on detention**
  Implementing alternatives to DJJ should be consistent with the County's overall commitment to further reduce its reliance on detention, consolidate and close remaining facilities where feasible and redirect cost-savings towards more therapeutic alternatives.

- **Countywide Systems Coordination**
  Planning, decision-making and implementation of alternatives to DJJ should leverage, and be coordinated and integrated with related county initiatives, including the expanding work of the Office of Diversion and Reentry's Youth Diversion and Development division and Youth Justice Reimagined.

- **Family and community engagement**
  Youth's family and community should be active participants in their healing.

- **Period reviews and collaborative decision-making**
  Periodic court reviews should happen during a youth's confinement term to discuss the progress a youth has made – highlighting the skills they have developed to be able to step down to a less restrictive setting as soon as possible, and engaging multi-disciplinary perspectives in reporting and decision-making.

- **Transparency and Accountability, Centering Impacted Voices**
  Planning and implementation should ensure transparency and accountability across system and community-based providers and center the voices and perspectives of those most impacted – including youth who are incarcerated or formerly incarcerated, and victims of serious crimes.

- **Evaluation and System Improvement**
  Policies and practices should be guided by qualitative and quantitative evidence. To improveoutcomes for youth and the community and facilitate transparency and accountability, the County should collect and report on consistent and meaningful outcomes on the impact andeffectiveness of all facilities, programs, services and other components of local alternativeson an annual basis (at minimum), and make system, program and practice improvements accordingly.

- **Racial Equity**
  All programs, services and other responses to youth should recognize and reduce the racial and ethnic and geographic disparities in access to services and more severe outcomes in juvenile justice processing.

Facility and Supervision

On July 27, 2021 The Board of Supervisors established Campus Kilpatrick to serve as a temporary site for a Secure Youth Treatment Facility for up to thirty-two male youth. While we identify a more permanent site(s), with a plan to develop less restrictive step-down options and a diversion center we will ensure staffing that aligns with the support needed for robust and holistic programming that meets the unique needs of this population.

LA will pursue a staffing model from across County departments that surrounds youth with a multi-disciplinary team that is well-equipped with the skills to effectively engage, motivate, and facilitate groups of youth towards a positive peer culture in which youth feel safe sharing past experiences, traumas, and fears, to learn new social emotional (soft) skills, and reinforce new positive behaviors.

Staffing will consist of multiple departments from multiple disciplines including Probation who will provide sufficient staff to ensure adequate implementation of the plan and meet all other facility licensing standards. Additionally, transformative staffing through the use

of credible messengers will be incorporated to compliment the services provided by various County Departments.

Sworn staff selected to work in the facility will have completed the state mandated Juvenile Correctional Officer Core academy and be trained and assessed for competence in the following areas:

a. Adolescent Stages of Development
b. Social Learning Model
c. Trauma-Informed Care
d. Motivation, Engagement and De-escalation
e. Use of Force Continuum and Defense Tactics
f. Case Management
g. Core Correctional Practices

Program Design

Practice Area 1: Developing the Individualized Rehabilitation Plan

Youth ordered to a Secure Youth Treatment Facility (SYTF) participate in an Individualized Rehabilitation Plan Approval Hearing within 30-days. The Multi-Disciplinary Team meeting is scheduled within 15-days. The MDT includes the youth, Deputy Probation Officer, Juvenile Court Heath Services (JCHS), Department of Mental Health (DMH), Los Angeles County Office of Education (LACOE) (or other education providers), youth's legal counsel, the youth's parents, caregiver and Treatment Providers, Credible Messengers, and any other agencies or individuals the court deem appropriate to develop an Individualized Rehabilitation Plan (IRP) and individualized case plan. As soon as practical and before the MDT meets, the SYTF DPO should consult and collaborate with youth's counsel to identify MDT members and plan for the MDT meeting.

Upon arrival, the youth will undergo the intake and engagement process and will be introduced to the various evidenced-based interventions available at the SB 823 facility. The SYTF DPO and MDT participants will receive and build upon all prior screening assessments and case plans to determine the most appropriate service array and program placement. During intake, youth receives the following assessments that should be gathered by the SYTF DPO and shared with the full MDT where appropriate:

Screening / Assessment Instrument	Purpose of the Screening / Assessment
Los Angeles Risk & Resiliency Checkup-II (LARRC-II): *	Assessment tool that measures the risk and protective factors of youth and their families. Utilized in the development of the youth case plan to determine level of recidivism risk andinform case planning.
Behavioral Health	Assessment which includes trauma, risk of suicide, co-occurring

Assessment	disorders
Psycho-educational assessment	All youth with identified or suspected learning disabilities / special needs to receive appropriate tests to establish Individualized Education Plan (IEP)
Academic and career/technical education	Assessment used to determine abilities, interests, and aspirations.
Prison Rape Elimination Act (PREA) Screener	Assessment used to determine risk of being sexually abused or sexually abusive toward others.
Youth Outcome Questionnaire (Y-OQ®)	Pre/Post survey assessments used to measure how the youth feels inside, how they are getting along with significant others, how they are coping with stress physically and behaviorally, and how they areperforming in important life tasks, such as work and school. Thesix areas of assessment include: Intrapersonal Distress (emotional distress) Somatic Distress (distress presenting physically) Interpersonal Relations (relationship with parents, other adults, and peers) Critical Items (flags need for those requiring immediate intervention beyond standard outpatient treatment) Social Problems (socially related problematic behaviors) Behavioral Dysfunction (unhealthy behaviors)
Positive Youth Development	Pre/Post survey assessment used to determine competencies, skills, and abilities of youth so that case plans are designed to build on those skills, assets and competencies that empower youth to reach their full potential.

Note: As tools are updated, information will be included in future Annual Plans.

All youth will receive a completed Assessment that will be utilized to develop an Individualized Rehabilitation Plan and a comprehensive individualized case plan. The JJRBG Subcommittee is continuing to evaluate assessment tools to ensure they support young people for successful placement in the permanent SYTF and identify specific strengths and needs of the youth.

Practice Area II: Providing the Youth with Services and Supports during Facility Placement

Youth will be provided with intentional and targeted interventions using a positive youth development approach and evidence-based practices which will result in the following objectives:

1. Improve the psycho-social functioning of youth by using evidence-based mental health;
2. Increase the developmental assets of youth by providing healing and trauma informed services;
3. Improve educational outcomes of youth by providing individualized educational and counseling services;
4. Improve family functioning through Family Assessment and support;
5. Improve self-sufficiency through jobs and post-secondary education linkages and supports.

In alignment with this "what works" research, the following is a sample of anticipated program/services to be provided to youth while in custody to prioritize the highest needs. Several of these programs and services are currently being provided to our youth in juvenile halls and camps, while others listed below are in the process of being implemented with county and community partners.

Healing and Restoration

Adapted Dialectic Behavioral Therapy (DBT)
DBT serves individuals who have or may be at risk for symptoms related to emotional dysregulation, which can result in the subsequent adoption of impulsive and problematic behaviors, including suicidal ideation. DBT incorporates a wide variety of treatment strategies including chain analysis, validation, dialectical strategies, mindfulness, contingency management, skills training, and acquisition (core mindfulness, emotion regulation, interpersonal effectiveness, distress tolerance and self-management), crisis management, and team consultation.

Individual Cognitive Behavioral Therapy (CBT)
CBT is an intervention for individuals who either have or may be at risk for symptoms related to the early onset of anxiety, depression, and the effects of trauma that impact various domains of daily living. CBT incorporates a wide variety of treatment strategies including psycho-education, skills acquisition, contingency management, Socratic questioning, behavioral activation, exposure, cognitive modification, acceptance and mindfulness strategies and behavioral rehearsal.

Seeking Safety

Seeking Safety is a present-focused therapy that helps people attain safety from trauma or Post Traumatic Stress Disorder and substance abuse. It consists of 25 topics that focus on the development of safe coping skills while utilizing a self-empowerment approach. The treatment is designed for flexible use and is conducted in group or individual format, in a variety of settings, and for culturally diverse populations.

Developmental Stage System (DSS)

Cognitive Behavioral journaling system built upon the core principals of the Positive Youth Justice Model which consists of two (2) core assets learning/doing and attaching/belonging and the use of the credible Cognitive Behavior Therapy (CBT) Interactive Journaling System, Forward Thinking (The Forward-Thinking Interactive Journaling Series). The journaling system will foster positive change behavior with the assistance of their caseworker, mentor(s), and collaboration with partner agencies (LACOE, DMH, JCHS, and Educational Services). The DSS also consists of small groups, relationship building, and skill building. Youth learn skills through their DBT sessions, interactive journaling, and the six practice domains within each stage. The domains are Work, Education, Relationship, Community, Health, and Creativity.

Credible Messengers

The JJRBG proposes credible messengers mentoring as a transformative staffing, programming and reentry model to overlay existing staffing and programs. Credible messengers as a transformative staffing and programming model have the potential to achieve the following objectives:

- Promote youth's development and healing through community leaders who accompany youth, build healthy and trusting relationships with them, provide mentoring and programming and are integrated and embedded in all relevant staffing meetings and decisions;

- Support and transform all facility staff through co-training and collaboration to ensure safety and security within a facility and transform and increase the efficacy of overall practices and programming;

- Expand, strengthen and connect the existing work of various community-based organizations doing credible messenger and other work by integrating and embedding them full-time in the overall facility staffing and supporting and facilitating collaboration and training them through dedicated infrastructure.

Credible Messenger Mentoring brings highly trained community members into secure facilities to provide transformative mentoring to the residents via a series of programs and activities. Credible Messengers work in conjunction with facility programmatic, clinical treatment staff to provide a holistic set of supports to the youth.

Education

Los Angeles County Office of Education (LACOE) provides educational assessments, instruction, career technical education, and counseling. Services range from academic, acceleration, enrichment, social emotional counseling, academic counseling, parent education, workforce development, and career technical education.

Los Angeles County Library provides educational enrichment to build upon a youth's competencies and build motivation by building assets and competencies through Library services and resources. Services and resources include, but are not limited to online databases with reading, research, and entertainment (music and movies) materials; online and in-person programs that focus on life skills, science technology engineering, arts and mathematics (STEAM), cooking, building and music which promotes healthy adolescent development. The Library also provides tutoring and book clubs while utilizing clinical social worker librarians and peer advocates to implement many online programs, which demonstrates the library's commitment to provide opportunities for growth and employment to young men and women of color that will project an image of positive outcomes to youth that share similar backgrounds and have experienced the same challenges.

Substance Abuse

Department of Public Health (DPH) Substance Abuse Prevention and Control (SAPC) manages the delivery of a full spectrum of specialty Substance Use Disorder (SUD) wrap-around services through the Client Engagement and Navigation Services (CENS) program. CENS counselors will provide remote SUD services (such as screenings, patient education, and case management services) and connect youth to a continuum of substance use disorder (SUD) treatment services including outpatient, intensive outpatient and residential treatment programs, and recovery supportive services. CENS will serve as a resource hub for participating youth throughout their treatment while in-custody and as they return and reintegrate into the community.

Health

Department of Health Services (DHS) – Juvenile Court Health Services (JCHS) provides evidence- based, standard medical care for the adolescent and young adult population. All youth receive a health assessment to identify any medical condition(s) requiring further care or treatment and to identify opportunities for providing preventative care. These services include routine dental and eye care and immunizations. Emergent, inpatient, and specialty care are provided by other DHS facilities as needed. Additionally, nursing and physician staff provide health education to promote good health and build health literacy.

Mental Health

Los Angeles County Department of Mental Health (DMH) provides all mental health assessments and services for youth in custody. Services provided by DMH includes:

- On site clinical staff 7 days per week, minimally 12 hours per day.
- Individual and group psychotherapy services, including evidence-based practices
- Psychiatric evaluation and medication management
- Evaluation for Psychiatric Hospitalization
- Crisis Intervention
- Family Therapy, where clinically indicated
- Aftercare Planning

Treatment for Youth Who Have Sexually Offended

Treatment for youth who have sexually offended is a highly specialized area of treatment and requires a combination of behavioral and cognitive therapies to modify distorted thinking patterns, reduce deviant sexual fantasies and improve social and communication skills. The Integrated Sex Offender Treatment Program (ISOTP) is a Cognitive Behavioral Therapy program based on the principles of Social Learning Theory, Trauma Informed Care (TIC), Motivational Interviewing,Relapse Prevention and Critical Thinking Errors. The Department will explore contracting with the creators of ISOTP to procure the evidence-based curriculum and case management model.

Research supports that youth who sexually offend differ from the adult population charged with sexual offenses. Given the different developmental status, brain development, and history of chronicsexual behaviors, and the importance of family involvement, a different approach is required for youth who sexually offend.

The nature of behaviors underlying sex offense adjudications range dramatically from developmentally normal, to inappropriate to abusive, aggressive, and violent behaviors. Research has established that the motivations underlying adolescent sex offenses are often sexual exploration, rather than sexual exploitation, and that any sexual misbehavior underlying a youth's adjudication is a symptom or extension of other problems for most youth. For only a small percentage of adolescent sex offenses does the underlying motivation involve a true disorder or deviancy. One-size-fits-all approaches focused on containing and treating youth adjudicated of sex offenses have resulted in many negative consequences, including isolation, depression, increased suicidal ideation and suicide attempts, denied access to education, and fear for their own safety.

A comprehensive assessment of the youth should be conducted post-adjudication which includes an assessment of factors which contribute to sexual and nonsexual recidivism. Well researched riskassessment techniques should be used for assessing both these areas. The assessment additionally should also include appraisal of comorbid psychiatric, neuropsychological, trauma related, and substance abuse factors. Treatment planning should be individually tailored accordingly.

Many treatment components outlined in programs for youth who sexually offend are in alignment with overall programs to improve outcomes for all youth involved in the juvenile justice system. There is no convincing evidence that specialized treatment programs produce better outcomes than best practice treatment for justice-involved youth. The County should by default servethis population through holistic community-based and family-centered supports to the extent possible.

Practice Area III: Transitioning the Youth from the Facility to the Community

Transition case planning begins upon disposition. Progress review MDT meetings will be administered bi-monthly and as needed to evaluate the youth's IRP progress in coordination with the Treatment Review and Discharge Hearings. Transition plan is finalized minimally 60-days prior to release into a less restrictive program or the community. The transition plan is completed through the MDT process which prioritizes education; employment; housing; health care (including medical, mental health, and substance use treatment); family and pro-social relationships; and life skills. Family engagement and community support are embedded in the transition planning process.

Both the Primary Deputy Probation Officer (DPO – in custody) and the Secondary DPO (in community) are members of the MDT and begin working with the youth and family/supportive adults upon disposition. A Credible Messenger/Mentor will be assigned to work in collaboration with the DPO, upon the youth's arrival at the facility. The Credible Messenger/Mentor and the Secondary DPO, as community experts will be responsible for ensuring that community connections and supports are coordinated, comprehensive and immediately available upon the youth's release. They will work to support the family to ensure that necessary resources are in place prior to the youth's release.

Practice Area IV: Support Youth in the Community

Economic and housing stability are the highest priority areas, and the following resources and programs are provided to ensure these basic needs are met.

Basic Needs

Food and other forms of relief - Youth exiting care are assessed for eligibility and referred to the Department of Public Social Services (DPSS) to access a variety of state and federal benefits such as:

- Medi-Cal: Provides comprehensive medical coverage to eligible individuals including Former Foster Youth (FFY) 18 years old or older and Young Adults 19-25.
- CalFresh: Is a food benefit program for individuals or families who have limited income and resources to buy the food they need to stay healthy. Youth, 16-24 years old, are potentially eligible to CalFresh.
- General Relief (GR): Is a County funded program, which provides cash and supportive services to single adults 18 years old and older.

- General Relief Opportunities for WORK (GROW): Is a program designed to remove employment barriers and transition GR participants from cash aid to self-sufficiency.
- CalWORKs: Is a time-limited cash assistance program for eligible needy families with children, or pregnant women and pregnant teens.
- Cal-Learn: is a statewide mandatory program for pregnant and parenting teens receiving CalWORKs, under 19 years of age, and who have not completed their high school education. The program requires participants enroll in a High School or equivalent program with the goal of completing their high school education.
- Greater Avenues for Independence (GAIN): Is a mandatory program that provides employment-related services to CalWORKs participants.

Identification Documents – youth will be assisted to obtain a governmental identification and other documentation

Transition Care Package - youth will be provided with toiletries and clothing items upon release Transitional Housing and Independent Living

The Department intends to explore the expansion of current contracts with community-based providers for transitional housing. Additionally, some youth will be eligible for housing through the Independent Living Program and AB12 state revenues.

Family Engagement and Community Support

The County intends to implement a robust Family Engagement Model that includes the engagement and partnership with family members as partners throughout the young person's stay, specifically at critical decision points. The research is clear about the benefits of keeping youth connected to their family while detained. Engaging families and employing them as full partners throughout the continuum of care is a central tenet of programming for this population and a part of a broader goal that will facilitate and enhance well-being outcomes that extend through to reentry. Further, family will be broadly defined to include biological family members, extended chosen family (godparents, foster siblings, etc.) and other important people such as mentors, teachers, and coaches. (Ryan Shanahan, Margaret di Zerega (2016). Identifying, Engaging, and Empowering Families: A Charge for Juvenile Justice Agencies).

Additionally, there will be a deliberate focus to expand and dedicate Family Finding services to increase the opportunity to locate family members for youth in need permanent supportive adult relationships with the possibility of family members serving a dual purpose, as possible post release option and/or as positive meaningful adult connection during the young person's stay and upon release.

Further, visiting times will be flexible. Also, families will be included in special meals, special on-site events, family team & decision-making meetings to build a strong network of support around the young person and to foster connections with staff. Transportation will be made available for families to and from the facility for events and visiting.

Understanding families and best practices engaging families is an urgent public health issue requiring professional attention, best practice training activities, new research and use of comprehensive intervention approaches as affirmed by best practices, national and local experts. To that end, the County will explore options to contract expert consultant services with expertise implementing family engagement models designed to meet the cultural needs of youth through the context of family. These professional services will also guide training efforts, development of facility standards, policies and procedures. It is anticipated that training facility staff and providers in learning effective skills in working with youth and families will further develop their engagement, alliance and validation skills, and motivational enhancements.

In conclusion, service provision will include but will not be limited to:

- Transportation for parents
- Assessment of housing options to ensure safe and stable housing is available
- Dedicated Family Finding Resources
- Technology upgrades to ensure virtual visitation and increased opportunities for families to be included in behavioral health interventions and de-escalation efforts
- Consultant Services

Staff/Provider Training

Family Finding protocols will be used to find family resources and adult connections for youth identified without stable housing.

Healing and Restoration

- Credible Messengers
  Credible Messengers provide integrated and coordinated responses to youth's transition, including by facilitating youth, family and community engagement and collaborating with the MDT to successfully mobilize community resources to support youth.

- Cognitive Behavioral Therapy
  CBT incorporates a wide variety of treatment strategies including psychoeducation, skills acquisition, contingency management, Socratic questioning, behavioral activation, exposure, cognitive modification, acceptance and mindfulness strategies and behavioral rehearsal.

- Healing Circles are designed to help youth participate in a safe and accepting environment to open their minds and heart to explore ways of healing to alleviate suffering and find meaning. The basic constructs of a Healing Circle look like the following diagram. The core of the Healing Circle is the "Heart-sharing round(s)" where each person has the opportunity to speak to what is most on their "heart" in

the moment, which should be a moment of authenticity, vulnerability, and often self-discovery.

Education
The Department is continuing to expand relationships with the community college districts to leverage federal and state education funds to provide dual enrollment of youth in college courses and successful enrollment and linkages to post-secondary education. The Department will also continue to work with LACOE to provide high school education or high school equivalency when needed.

Employment
The Workforce Development and Aging Community Services (WDACS) leverages federal and state funds to provide job readiness and experience training for youth in custody and linkages to America's Job Centers for employment upon release. Through the Youth at Work and other workforce investment funding, the County provides subsidized employment, educational stipends, and vocational training funding, which prioritizes the reentry population. The Department will also contract with Community-Based providers for employment services.

Substance Abuse Treatment and Client Engagement and Navigation Mental Health Services – individual and family services

Mental Health Services – individual and family services

Part 4: Juvenile Justice Realignment Block Grant Funds (WIC 1995 (3)(a))

Describe how the County plans to apply grant funds to address the mental health, sex offender treatment, or related behavioral or trauma-based needs of the target population:

The County plans to apply grant funds to address the mental health, sex offender treatment or related behavioral or trauma-based needs of the target population primarily funded through Medi- Cal and Mental Health Services Act funding that are not available for youth in custody:

As mentioned, Los Angeles County Department of Mental Health (DMH) provides all mental health assessments and services for youth in custody. For additional information, refer to Part 3: Programs and Services section on Mental Health. Additionally, the Department will explore contracting for treatment for youth who have sexually offended using the evidence-based Integrated Sex Offender Treatment Program (ISOTP). For additional information, refer to Part 3: Programs and Services section on Treatment for Youth Who Have Sexually Offended.

In addition, other trauma related behaviors such as domestic violence, co-parenting, parenting, family therapy programs may be needed for youth to regain visitation or custody of a child post release.

Describe how the County plans to apply grant funds to address support programs or services that promote healthy adolescent development for the target population: (WIC 1995 (3) (B))

The dynamics characterizing adolescent development during young adulthood are unique and complex and have direct implications for those who work this population. Healthy adolescent development in the broadest sense refers to stages that all youth go through to acquire the attitudes, competencies, values, and social skills they need to become successful adults.

The Positive Youth Development framework presupposes that youth are continuing to change and develop; and as a practice, Youth Development programs prepare youth to meet challenges of adolescence by focusing on cultivating their strengths to help them achieve their full potential. Additionally, further implications drawn from this approach suggest that the youth/young adults' ability to develop successfully greatly depends on the support and assistance they receive from the institutions and people surrounding them. Supportive programs will be designed to recognize, utilize, and enhance the young person's strengths while providing opportunities to foster positive relationships with adult and peers.

As mentioned above, the implementation of the Developmental Stage System (DSS), a cognitive behavioral journaling system built upon the core principals of the Positive Youth Justice Model, will foster positive change behavior with the assistance of the caseworker, mentor(s), and collaboration with partner agencies (LACOE, DMH, JCHS, and Educational Services).

Additionally, as a part of the treatment team, Credible Messengers will be one of the collaborative features of programming, providing both in-facility and aftercare services for this population. Credible Messengers are people who are recognized and validated by the community they serve by providing transformative mentoring programming that includes healing circles, individual mentoring, family engagement, case management, community leadership opportunities, etc. They easily connect with this population because they come from the same/or a similar community, were formerly incarcerated and/or involved in the justice system and are skilled and trained in mentoring young people.

Adolescent Development and Stages of Change training will be provided for staff, agencies, and community-based providers.

Describe how the County plans to apply grant funds to address family engagement in programs for the target population: (WIC 1995 (3) (C))

As mentioned, the County intends to implement a robust Family Engagement Model that includes the engagement and partnership with family members as partners throughout the young person's stay, specifically at critical decision points. For additional information, refer to Part 3: Programs and Services section on Family Engagement and Community Support

Describe how the County plans to apply grant funds to address reentry, including planning and linkages to support employment, housing and continuing education for the target population: (WIC 1995 (3) (D))

The County will begin aftercare planning on receipt of the order for Secure Alternative Placement. Aftercare planning will include the assignment of an Aftercare/Transition community-based Deputy Probation Officer (DPO) and Credible Messenger that will serve also in a secondary/support role with the on-site treatment team and a primary role in the community with family, caregiver, educational providers and other behavioral health practitioners to ensure that a viable youth led plan that connects youth to the resources and opportunities in the community are being pursued and ready for activation, upon release.

The Positive Youth Development approach will be the cornerstone of the transition strategy and the Causal Model of Delinquency is the theoretical framework that will guide and inform programmatic thrusts. Positive Youth Development is founded on the belief that young people are continuing to grow and change and are best able to navigate through their developmental stages when supported by prosocial adults and institutions within their ecology. The tenets of the Causal Model of Delinquency are grounded in social ecological research (Bronfenbrenner, 1979) that presupposes that behavior is multidetermined through the reciprocal interplay of the youth and his or her social ecology and that programs, service, people, and the social systems where youth are embedded have the capacity to comprehensively enhance protective factors across all domains. The ultimate goal of both strategies is to help youth become healthy adults, not just arrest free, but fully prepared responsible and productive adults.

An additional challenge includes the coordination of multiagency participation that is an extension of services provided in the facility to wrap around youth and further emphasize and build on the strengths of family, community, and most of all the gains made while incarcerated. The Community- Based Deputy Probation Officer and the Credible Messenger/ Mentor will be principal parties responsible for ensuring that the pertinent key protective networks are well coordinated. Additionally, they will also be responsible for coordinating community-based resources for the family to prepare them for the youth's return home.

There is a heightened opportunity for relapse if Transition plans are not well coordinated as this population will not only be faced with navigating the transition from a well-

structured setting to one of more independence, but also physically and mentally navigating the movement from adolescence to adulthood as the average age of DJJ disposition is 18 years and the average upon DJJ release is 21 years. Therefore, it is imperative that all living, housing arrangements are immediately accessible upon release.

The Community-Based phase of the model will deliberately focus efforts to ensure a continuum of care and support that increases protective factors/assets as opposed to employing practices that emphasize a deficit/risk-based approach. The family and the natural supports in the youth's ecology will also be emphasized and placed at the forefront of the community integration phase.

The aftercare case plan goals, as developed, reassessed from the beginning of the youth's stay in the Secure Alternative to DJJ will be accomplished through leveraging resources from governmental agencies, community-based organizations, faith-based partners and volunteers working in concert to support transition plans. The Credible Messenger/Mentor component will be key in ensuring that all viable community supports are in place and that youth will have the resources to successfully engage.

Describe how the County plans to apply grant funds to address evidence-based, promising, trauma- informed and culturally responsive services for the target population: (WIC 1995 (3) (E))

The Department will utilize the Principles of Effective Correctional Interventions as the evidence-based framework to fund programs that address the highest criminogenic need areas of Antisocial Attitudes, Values, Beliefs, Antisocial Peers, Antisocial Personality, Family, Education/Employment, Substance Abuse and Leisure Activities, while using cognitive behavioral interventions.[2] For specific interventions, the Department will rely on the Model Programs Guide (MPG) established by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) to replicate programs that have been shown to work and fit the community's needs.

As personal characteristics (responsivity), such as motivation, developmental age, learning disabilities, intelligence, learning style culture, gender, mental health (depression, history of sexual abuse), and personality, may interfere or hinder engagement, motivation and efficacy, programs and services will be guided by research and trauma informed.[3]

Staff and providers alike will be trained in approaches that focus on the positive development of youth in small, home-like settings using intensive group processing facilitated by consistent staff-youth teams. Small, high-functioning, consistent,

[2] Gendreau, P., French, S., & Goinet, A. (2004). What Works (What Doesn't Work): The Principles of Effective correctional Treatment. Journal of Community Corrections, 13, 4-30.

[3] Hubbard, Dana Jones and Pealer, Jennifer, "The Importance of Responsivity Factors in Predicting Reductions in Antisocial Attitudes and Cognitive Distortions Among Adult Male Offenders" (2009). Sociology & Criminology Faculty Publications. 57. https://engagedscholarship.csuohio.edu/clsoc_crim_facpub/57

collaborative staffing teams will support youth in building a positive peer culture in which youth feel safe sharing past experiences, traumas, and fears, to learn new social emotional (soft) skills, and reinforce new positive behaviors, proven to positively impact an array of sectors, including areas of sexual and reproductive health, mental health, education, crime, and violence (Catalano, 2002; Gavin et al., 2010; Roth 2003).

Therefore, training and competencies of staff will continuously be evaluated and updated to reflect the following set of principles that will shape the attitudes, behaviors, and organizational culture required to effectively implement evidence-based, trauma-informed and culturally responsive services:

- Evidence and Research Based: All youth services will be informed by research on effective and promising practices, for the juvenile justice population.
- Developmentally Appropriate: Services and programs must be tailored to the specific responsivity factors of each youth (age, gender, learning style, language, culture).
- Family Centered Engagement and Empowerment: Family (includes non-biological supportive adults, loved by the youth) are recognized as valued partners and part of the decision-making team that are incorporated into the youth's individualized treatment plan.
- Strengths-Based: Staff and system partners must view youth as individuals who have positive attributes that can be enhanced through programming that utilizes intentional youth development practices to effectuate changes to the youth's social emotional skills (Emotional Management, Empathy, Teamwork, Initiative, Responsibility, and Problem Solving.)
- Trauma Informed: Staff and system partners understands the impacts of trauma and builds pathways for recovery by recognizing and responding to the signs and symptoms of trauma.
- Culturally Responsive: Staff and systems partners value diversity and demonstrate social competence and sensitivity to cultural differences of groups of people with various backgrounds.
- Coordinated and Cohesive Case Management: Staff and system partners develop coordinated services through multi-disciplinary team meetings, and case plans so each youth's team (supportive adult, youth, teacher, clinician, social worker, treatment provider) are working together to achieve treatment goals and objectives.

Therefore, part of the grant funding will be utilized to cross-train staff and contractors and provide interventions. The evidence-based interventions utilized will be assessed for utilizing pre-post test data to ensure program fidelity and efficacy. Existing evidence-based practices such as Dialectic Behavioral Therapy, Seeking Safety, Mindfulness Based Substance Abuse treatment, and other cognitive behavioral interventions will be incorporated in the treatment plan for the SB 823 population.

Describe whether and how the County plans to apply grant funds to include services or programs for the target population that are provided by nongovernmental or community-based providers: (WIC 1995 (3) (F))

Many of the programs/services, apart from supervision and reentry case management may be provided by non-governmental community-based providers. As prescribed, funding will pass through to the Department mandated by municipal code (e.g., Department of Mental Health) for managed care plans to community-based providers, where appropriate. The JJRBG subcommittee will continue to make recommendations on grant priorities.

The following illustrates a sample of anticipated program/services to be provided known to enhance protective factors, while targeting criminogenic needs and responsivity factors in-custody and in the community:

Family

- Transportation for Parents (in custody)
- Dedicated Family Finding Services (in custody and in community)
- Individual/Group Counseling (in custody and in community)
- Mentoring (in custody and in community)

Education/Vocational

- Tutoring (in custody and in community)
- College counseling and support services (in custody and in community)
- Education Pathways and Vocational Opportunity Services (in community)
- Vocational Training (in custody and in community)
- Career technical training and online courses (in custody and in community)
- Employment Readiness (in custody)
- Employment (in community)

Substance Abuse

- Substance Abuse Treatment (in custody and in community)
- Client Engagement and Navigation (in community)
- Alcoholics Anonymous (in custody and community)
- Client Engagement and Navigation (assessment for community service linkages)

Healing and Restoration

- Mentoring/Credible Messengers (in custody and in community)
- Healing Circles (in custody and in community)
- Cognitive Behavioral Therapy (e.g. Emotional Regulation/Mindfulness) (in custody and in community)
- Restorative Justice Leadership Training (in custody and in community)

- Victim Impact Classes (in custody)

Mental Health – CBO services will be contracted as deemed appropriate by DMH for Cognitive Behavioral Therapy, crisis de-escalation, psychiatric treatment, etc.

Positive Youth Development

- Arts (e.g. music, literature, drama, dancing, etc.) (in custody)
- Leadership/Conflict Resolution (Youth Councils) (in custody)
- Diversity, Equity, and Inclusion Training (in custody)

Leisure –the Department is currently engaged in dialogue with faith-based entities, fraternities and sororities to assist with volunteerism in various areas such as: religious services, book clubs, intramural sports activities, banking, investing, career exploration, etc., which also accomplishes the goal of youth being connected to prosocial adults,

Housing – the Department intends to explore the expansion of current contracts with community- based providers for transitional housing

Program Evaluation and Training

- Program Evaluation – Probation's Research Section will develop the framework for the evaluation and pursue the viability of partnership with a University
- Training – CBO/University contracted services

Part 5: Facility Plan

Describe in detail each of the facilities that the County plans to use to house or confine the target population at varying levels of offense severity and treatment need, and improvements to accommodate long-term commitments. Facility information shall also include information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. (WIC 1995 (4))

The County of Los Angeles Board of Supervisors directed the Youth Justice Work Group (YJWG), facilitated by the Haywood Burns Institute to help lead the first phase of planning "consistent with and informed by the ongoing work to reimagine the juvenile justice system in the County and improve treatment for youth in the County's care." The planning group consisted of governmental stakeholders and community-based professionals, guided by an established advisory committee of youth directly impacted by DJJ to inform the work.

Facility Attributes

- Therapeutic, home-like setting
- Capacity for vocational/educational training
- Vast outdoor spaces
- Healing space to accommodate family visits

To fully embrace a systematic approach to reform and to embrace the reimagined youth-centered therapeutic environments articulated by the LA Model, will require collaborative partners to pool resources and coordinate approaches in a setting described as a "therapeutic milieu." The therapeutic milieu refers to and includes all aspects of the environment within which youth live and staff work. The milieu is characterized by a "culture of care" and respect among all persons in the setting (e.g., probation personnel, youth, medical providers, mental health clinicians, administrators, educators, volunteers, and any other person who provides services) as well as the formal programming and education elements that are critical to each young person's development. The milieu is designed to cultivate opportunities for growth and healing while promoting personal autonomy and responsibility.

The therapeutic environment must permeate all aspects of the custodial experience and shall be integrated into all daily and nighttime activities, and both adults and youth consistently practice and reinforce the supporting behavior, vocabulary, and strategies. In addition, the program takes advantage of every opportunity to provide all participants choice and autonomy to encourage independent practice of the learned skills.

Services provided to the youth will be intended to be achieved in diverse ways (e.g., in individual and group settings) and by a variety of service providers including, at a minimum, officers, educational providers, community-based organizations, religious providers, and mental health clinicians. However, each individual program or service shall be required to be integrated within the therapeutic milieu. As indicated in the LA Model, no program operates as a stand-alone service. This community approach emphasizes collaboration, fostering a refined learning environment that is an innovative youth-centered approach, rooted in evidence-based practices and trauma-informed care.

Probation will utilize the LA Model core components to enhance and modify current practices to increase positive outcomes for youth and families as well as provide greater support for staff. The core principles and elements of the LA Model will provide a framework to assist Probation in improving practices to support enhanced communication, coordination and services for youth and families in the facility.

The model will guide the paradigm shift in the facility from a custodial focus to a more supportive, safe, and therapeutic environment for all. This will be achieved by meeting the following objectives:

1. Operational practices will be realigned into small group, supportive living environments. Staffing, which will include stable post assignments led by a supervisor or DPO III, will allow for greater staff engagement with youth which develops more positive relationships consistent with the LA Model principles.
2. All youth will receive purposeful programming, determined to some extent by their length of stay, legal status, and for committed youth, needs as identified by formal assessments and case plans developed as part of a continuum of preparation for successful community re- entry. Programming will include mental health, health,

substance use-related, vocational programming and structured activities in alignment with the principles and practices of the LA Model.

3. Youth will be engaged by staff to support skill development and healthy behaviors (Positive Youth Development).
4. Staff will be trained to utilize appropriate rewards and sanctions using a behavior management program.
5. Staff training will occur collaboratively with county partners whenever possible. Staff will be trained and assessed for competence in the following areas:
    - Adolescent Stages of Development.
    - Social Learning Model;
    - Trauma-Informed Care
    - Vicarious Trauma
    - Engagement and De-escalation;
    - Physical interventions Continuum and Tactics;
    - Emergency Response;
    - Multi-disciplinary Team (MDT) approaches for behavior management;
    - Behavior Management Program;
    - Core Correctional Practices.
    - Courage to Change or Forward Thinking.
    - Diversity, Equity, and Inclusion
6. Policies will be modified based on the LA Model.
7. Incorporation of resources and stakeholder involvement.

To accomplish the objective of providing enhanced programming to mitigate disruptive behaviors, the Department will seek to:

- Staff the facility with direct supervision staffing.
- Staff the facility with health and mental health experts.
- Increase first-line supervisors.
- Add DPO IIs, Treatment and Counseling, to collaborate with DMH in the development of resource teams to respond to crisis situations.
- Add DPO IIIs as trainers, mentors and program specialists.
- Add credible messengers for programming and mentoring.

The conceptualized enhanced staffing model, supported by the principles of the LA Model which is designed to support a small-group, therapeutic living unit structure to create more positive and interactive relationships between staff and youth will provide sufficient staff to supervise the youth in a variety of activities. This model of care is intended to realign the tasks and activities of the facility staff into job descriptions and roles that are focused on the care and support of youth residing in our facilities.

Identifying a Secure Youth Track Facility Site(s)

On July 27, 2021, the Board of Supervisors (Board) instructed Probation to collaborate with the Youth Justice Advisory Group (YJAG), the Juvenile Justice Realignment Block Grant (JJRBG) subcommittee, relevant County departments and labor partners and community stakeholders to address several matters related to Senate Bill (SB) 823 directing the closure of Division of Juvenile Justice (DJJ) and the transition of those responsibilities to the counties.

The Board has identified Campus Vernon Kilpatrick (CVK) to temporarily house the male DJJ youth while the County identifies and prepares a SYTF. An assessment of CVK for temporary adaptation into a SYTF is completed and plans are in effect to begin housing DJJ youth under Probation custody. The assessment report reflects the identified improvements needed to temporarily house up to 32 youth identified for a SYTF. The report recommendations consider, the June 2021 security assessment completed by the Los Angeles County Sheriff's Department and the least intrusive measures possible to provide increased security while maintaining the integrity of the LA Model and aesthetics of the surrounding community and building infrastructures.

The DLR Group, former architects of CVK, was retained by the Department of Public Works (DPW), through a subcontract with Gonzalez Goodale Architects, to provide professional advice to the Probation Department on its use of existing Board of State and Community Corrections (BSCC) licensed facilities for a SYTF. Since August 2021, DLR has collaborated with Probation, Public Works, County Counsel, the Chief Executive Office (CEO) and Infernal Services Department (ISD) to: (1) identify improvements needed to CVK relative to housing youth identified for a secure track treatment program, (2) development of an ideal program to test Probation facility feasibility for long-term SYTF use and (3) evaluation of each facility in terms of functionality, security and location criteria.

Planning efforts to identify a more permanent SYTF are on their way. DLR collaborated with partnering agencies to complete work that included site visits, review and analysis of information, test adaptation of a typical dormitory, development of facility ranking criteria and facility scoring. Throughout the process, Probation has made every effort to incorporate the feedback of JJRBG and YJAG to ensure alignment with the Youth Justice Reimagined (YJR) report. Each facility was evaluated in a total of thirty-three areas, based on the "ideal program" characteristics, predicated on national best practices, LA Model, and visioning of the YJR. The adaptive responsiveness of each facility to meet the needs to provide sufficient treatment space (including mentors and clinical staff in each unit), individual rooms (best practice for trauma responsive living), while taking into account long-term expansion capacity, and incorporation of less restrictive step-down options, and a diversion center is in process.

JJRBG is developing a community engagement strategy with the Probation Oversight Commission that will include town hall meetings with community members near proposed

permanent SYTF sites. Engagement with these communities will be ongoing throughout implementation of a permanent site and program.

Part 6: Retaining the Target Population in the Juvenile Justice System

Describe how the plan will incentivize or facilitate the retention of the target population within the jurisdiction and rehabilitative foundation of the juvenile justice system, in lieu of transfer to the adult criminal justice system: (WIC 1995 (5))

The purpose clause of SB 823 advises that counties should "reduce the transfer of youth into the adult criminal justice system. Extensive research has shown that sending youth to the adult court and prison system is ineffective and more harmful to both youth and public safety than keeping youth in the juvenile justice system. Moreover, youth of color bear the brunt of adult court prosecution, even when controlling for the nature of the offense and criminal history.

To facilitate retention of youth in the juvenile justice system, the County will:

1. Serve youth through a continuum of effective secure and non-secure alternatives to the criminal court system and Division of Juvenile Justice;
2. In collaboration with the District Attorney, Public Defender, Courts, Probation, the Office of Diversion and Reentry, restorative justice service providers and other relevant stakeholders, create and invest in a restorative justice approach to youth crime, including serious, violent crimes, to facilitate the goals of repair and accountability at any point viable before, during or after adjudication and confinement;
3. engage leadership of youth formerly incarcerated in DJJ and the adult system and survivors of serious crimes, in developing the continuum of effective secure and non-secure alternatives.

Part 7: Regional Effort

Describe any regional agreements or arrangements supported by the County's block grant allocation: (WIC 1995 (6))

The County may enter into a regional agreement or arrangement pending the Board of State and Community Corrections (BSCC) one-time grant as a part of the Regional Youth Programs and Facilities Grant (RYPFGP) under SB 823 (Chapter 337, Statues of 2020) and how grant funds may serve overarching DJJ realignment needs related to providing custody, supervision and services for out-of-county youth on a regional basis and providing specialized programming for the County's DJJ realigned youth, including longer-term secure confinement programs and sex-offender, mental health or gender specific programs.

Part 8: Data – Youth Served

Describe how data will be collected on youth served by the block grant: (WIC 1995 (7))

Collection of data points will occur through multiple systems across various programs

and services for youth served by the block grant as follows:

- Youth related demographics (e.g. gender, age, ethnicity, etc.) and case management supportive efforts
- Youth general health services
- Youth mental health services
- Youth educational services – through various agencies providing supportive services (e.g. Los Angeles County Office of Education, Community College, etc.,)
- Youth vocational services and training

Additionally, program specific data points (e.g. number of participants, dosage amount and type, etc.) and possible survey-based responses (e.g. attitude and behavior, cognitive abilities, etc.) will also be targeted for collection in order to analyze outcome measures.

Part 9: Data- Outcome Measures

Describe outcome measures that will be utilized to determine the results of the programs and interventions supported by block grant funds: (WIC 1995 (7))

Probation will collaborate with subject matter experts to appropriate the necessary information from established sources, in particular partner stakeholders (governmental agencies, community-based service providers for the outcome measures. Probation (Research) will work with any form of data received that consists of (1) program-specific data from probation as well as from partner agencies and (2) psychometric outcome measures collected at the facilities. Identification of outcome measures will be made by closely supporting program coordinators and collaborating with program subject matter experts

The areas of outcome measures include education, family, substance use, health, life coach, vocational, positive incentive system, mental health, young-adult counselling, and rehabilitative programming, which the Department identifies as “current DJJ youth needs.” Some of the programs’ psychometric outcome measures could be used to evaluate change over time in behavior, while other outcome measures will be used to capture attitudes and cognitive abilities.

Outcomes can be disaggregated by the DJJ youth’s demographic characteristics such as gender, age, race/ethnicity, which will allow for the identification of disproportionalities of the results of the programs, if any, among the population served. Dosage amount and type of direct service provided will also be assessed to identify how the components of the programs may impact the outcomes of interest. The intermediary assessment results can be used for course correction during the program implementation to ensure it success. For example, counts, ratios, and standard deviations will be used to create performance metrics. Probation (Research) will work with operations to provide technical assistance with developing the tools for any matrix requiring ongoing monitoring and frequent reporting for progress toward program goals. (i.e. weekly, monthly reports).

Depending on the amount and type of data provided, the analyses can examine pre/post program outcomes, performance metrics, and factors that impact outcomes. This can be

for short-term and long-term outcomes. This can be done by using descriptive statistics, paired sample t-tests, regression modeling, structural equation modeling, propensity score matching, and moderation & mediation analyses, etc.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501

ADOLFO GONZALES
Chief Probation Officer

December 7, 2021

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 A SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM (PSAMS) AND RELATED SERVICES (ALL SUPERVISORIAL DISTRICTS) (4 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval of a sole source contract with Tyler Technologies, Inc., to provide a Pretrial Services Assessment and Monitoring System (PSAMS) and related services using its Tyler Supervision technology platform.

IT IS RECOMMENDED THAT THE BOARD

1. Approve and instruct the Chair of the Board to execute a sole source contract (Attachment I), with Tyler Technologies, Inc. (Tyler Technologies), for the provision of PSAMS and related services, effective upon Board approval, for an initial contract term of five years, with an option for the County to extend for up to three two-year extension terms, with a maximum contract sum not to exceed $7,157,257 in total, which includes the initial term and optional extension terms.

2. Delegate authority to the Chief Probation Officer, or his designee, to execute amendments to the contract that extend the initial contract term for up to three two-year extension terms, subject to review and approval as to form by County Counsel, and as applicable, review by the Chief Information Officer (CIO), and

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notification to by the County Board of Supervisors (Board) and the Chief Executive Officer (CEO).

3. Delegate authority to Chief Probation Officer, or his designee, to approve and execute: (a) change notices or amendments to the contract for changes that are clerical or administrative in nature and/or do not materially affect any term or condition of the contract; and (b) change orders or amendments to the contract using pool dollars included as part of the maximum contract sum to acquire optional work, provided that the amounts payable under such change orders or amendments do not exceed the available amounts of pool dollars.

4. Delegate authority to the Chief Probation Officer, or his designee, to: (a) issue written notice(s) of partial or total termination of the contract for convenience without further action from the Board; and (b) execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or CEO; (ii) internally reallocate funds between budget pools within the contract; (iii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and (iv) make changes to the statement of work as operationally necessary, with all actions subject to prior review and approval as to form by County Counsel, and as applicable, review by the CIO.

5. Approve the attached appropriation adjustment (Attachment II), transferring $1,847,000 of one-time funding from the Committed for Information Technology (IT), commonly known as IT Legacy Modernization funding, to the Probation Department's Fiscal Year 2021-22 services and supplies (S&S) appropriation to implement PSAMS.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The Probation Department is recommending the execution of the proposed contract with Tyler Technologies on a sole source basis for a secure, cloud-hosted, Software-as-a-Service (SaaS), to support the pretrial services assessment and monitoring services Probation provides to its clients. Migrating to PSAMS is expected to save approximately $5,600,000 over 11 years.

Approval of Recommendation 1 will instruct the Chair of the Board to execute a sole source contract with Tyler Technologies, for an initial contract term of five years, to provide a modern, flexible system that addresses current needs of the Department's Pretrial Services Bureau and provides support for the business processes and data requirements changes resulting from bail reform.

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Recommendation 2 will allow the Chief Probation Officer or his designee to execute amendments to the contract that extend the initial contract term for up to three optional two-year extension terms, for a total maximum contract term of 11 years.

Recommendation 3 will allow the Chief Probation Officer or his designee to execute change notices and amendments to the contract for clerical and administrative changes that do not materially affect any term or condition of the contract, and to execute change orders and amendments that use available pool dollars to acquire optional work with no change to the maximum contract sum. Optional work may include additional customization or enhancement to PSAMS, development of interfaces to additional systems, or acquisition of additional training or other professional services not included in the initial statement of work.

Recommendation 4 will allow the Chief Probation Officer or his designee to: (a) issue written notice(s) for partial or total termination of the contract for convenience without further notice to the Board and (b) execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, state, or local law or regulation, or as required by the Board and/or CEO; (ii) internally reallocate funds between budget pools within the contract; (iii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and (iv) make changes to the statement of work as operationally necessary. All these amendments are subject to prior review and approval as to form by County Counsel, and as applicable, review by the CIO.

Recommendation 5 will allow for an appropriation adjustment of one-time funding from the Committed for IT Enhancements to the Department's S&S appropriation to implement PSAMS.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan Goal III - Realize Tomorrow's Government Today, **Strategy III.2.1** to Enhance Information Technology Platforms to Securely Share and Exchange Data; **Strategy III.2.3** to Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency, and **Strategy III.3** to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The recommended contract with Tyler Technologies, will provide services under a five (5) year initial contract term with three (3) optional two-year extension terms. The total

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County maximum contract sum not to exceed $7,157,257 for the eleven-year term, which includes: (1) $1,346,457 for one-time implementation services during the initial term; (2) $1,782,400 for software access, maintenance, support, and cloud-based hosting during the initial contract term; (3) $2,954,400 for software access, maintenance, support, and cloud-based hosting during the extension contract terms, and (4) $1,074,000 in pool dollars for optional work.

When the PSAMS implementation is complete, the Department will retire three systems, including two systems using expensive and outdated technology, resulting in cost savings of approximately $5,600,000 over 11 years.

The County's IT Investment Board approved using IT Legacy Modernization funding to pay the sum of $1,847,000 for implementation services, which includes $1,346,457 for implementation services that are part of this agreement and $500,543 in additional costs that will be incurred by the Department for implementation. Approval of the attached appropriation adjustment (Attachment II) will allocate funding from obligated fund balance Committed for IT Enhancements to the Department for this purpose. The balance of the contract costs is included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.100 (Sole Source Contracts), the Board was notified on September 10, 2020, of the Probation Department's intent to enter into the recommended contract (Attachment I) with Tyler Technologies on a sole source basis.

The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains typical provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, and termination for default.

Given that this is an information technology contract and Tyler Technologies will provide cloud hosting of County data, appropriate provisions are included for confidentiality, the handling of security incidents, and rights to use the Tyler Supervision system. Additionally, although we were not able to successfully negotiate liquidated damages associated with late delivery, the recommended contract includes other provisions designed to incentivize performance by Tyler Technologies, such as retention amounts (holdbacks) payable on acceptance of the complete PSAMS, the right to withhold payment for deficient work, escalation procedures to make sure PSAMS deficiencies get sufficient attention to remedy, and service credits for failure to maintain required

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PSAMS availability. Required limits of applicable insurance for technology errors and omissions and cyber liability are included as well. These limits are met by a combined policy, and as is common in such a case, the insurer will not name the County as an additional insured or waive subrogation. After consulting with CEO Risk Management and outside counsel on this exception, the Department believes it to be acceptable.

As is typical in information technology contracts, the parties worked significantly to reach agreement on a limitation of liability provision, which during the initial contract term is two times fees for implementation services, software access, maintenance support, and hosting services for the initial contract term, and during each extension contract term is two times the software access, maintenance support, and hosting services for each extension contract term. Tyler Technologies' liability is unlimited for its indemnification obligations, gross negligence or intentional misconduct, or confidentiality and data security obligations. Similarly, the parties heavily negotiated the County's standard general indemnification provision and reached agreement to limit general indemnification to third party claims using language previously approved by the Board in the contract with Tyler Technologies for the County's Electronic Permitting and Inspections County of Los Angeles (known as EPIC-LA). Lastly, the Department was able to retain the right for the County to terminate the recommended contract for convenience. If the County does so in the first three years of the initial contract term (Start-Up Period), the County will pay a percentage of the maintenance, support, and hosting fees for the balance of the Start-Up Period as compensation for significant start-up costs incurred by Tyler Technologies. The percentage of maintenance, support, and hosting fees due upon termination for convenience of decreases each year of the Start-Up Period.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). The Probation Department has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program," due to the specialized nature of the services.

County Counsel retained outside counsel Drukker Law, Inc., to assist with preparation, negotiation, and review of the recommended contract, and Drukker Law, Inc., concurs with County Counsel to approve the recommended contract (Attachment I) as to form. The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment III). Attachment IV is the sole source checklist signed by the CEO. Additionally, the office of the Chief Information Security Office has reviewed overall security risks, validated secure implementation of the technology including incident responses, and recommends approval.

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CONTRACTING PROCESS

On September 10, 2020, Probation Department notified your Board of the Department's intent to begin sole source contract negotiations with Tyler Technologies for the provision of a Pretrial Services Assessment and Monitoring System using its Tyler Supervision technology platform. Attachment IV is the sole source checklist signed by the CEO.

Bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations today cannot adapt to fast-changing business requirements. In addition, the Department's strategy calls for increased transparency, making data available to oversight bodies and the public. Current systems cannot produce the real-time data to meet these needs.

Maintenance costs for the current outdated systems are high, and it is in the County's financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services. Doing so will save approximately $5,600,000 over eleven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

Tyler Supervision is a cloud-hosted SaaS used in nine California counties as their case management platform for Pretrial Services. Thus, Tyler Technologies has a deep familiarity with Probation Departments across California with demonstrated implementation success. In addition, Tyler is the system provider for Los Angeles Superior Court. Using Tyler Supervision will improve opportunities to reduce duplicate data entry and will greatly reduce risk in systems integration.

Therefore, the Probation Department is recommending the execution of a new sole source contract with Tyler Technologies to provide a secure, cloud-hosted SaaS system to support the pretrial services assessment and monitoring services Probation provides to its clients.

CALIFORNIA LAW ENFORCEMENT SYSTEM TELECOMMUNICATION SYSTEM (CLETS) UPGRADE APPLICATION

The Tyler Supervision system will manage sensitive law enforcement data derived from CLETS. Therefore, approval by the California Department of Justice (Cal DOJ) of the technical approach and security controls employed under the recommended contract is required. The Department has submitted its Cal DOJ CLETS Upgrade Application and documentation to Cal DOJ and is in the process of obtaining approval. Because the Cal

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DOJ review is potentially quite lengthy, and the new system is urgently needed (as described in the Contracting Process section of this letter), the Department recommends moving forward with approval of the recommended contract in advance of obtaining Cal DOJ approval. Although approval is not yet secured, the Department is confident the Cal DOJ will approve the Department's application, based on a careful review of Tyler Technologies' security controls by the Department and the Office of the CIO, discussions with Cal DOJ, and the approval given to Alameda County by Cal DOJ to use the same Tyler Supervision system in their jurisdiction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will enable the Probation Pretrial Services Bureau to continue providing critical Pretrial Services using a modern, flexible case management system, meet changes resulting from current bail reform, and can be adapted to changing requirements as pretrial reform continues to unfold.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to Adolfo Gonzales, Chief Probation Officer.

Respectfully submitted,

_____
ADOLFO GONZALES
Chief Probation Officer

Reviewed by:

_____
PETER LOO
Acting Chief Information Officer

AG:RG:DG

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

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Attachment I

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

TYLER TECHNOLOGIES, INC.

FOR

PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM AND RELATED SERVICES

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EXHIBIT A.4 – Existing Workflows – Static-99R SRG

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EXHIBIT A.6 – Existing Workflows – OR – Candidate Selection & Investigation Request

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EXHIBIT A.10– Existing Workflows – Name Change -Investigation

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EXHIBIT A.13 – Existing Workflows – Regular Court Activity Monitoring for OR Releases

EXHIBIT A.14 – Existing Workflows – Alcohol and Electronic Monitoring – Investigation

EXHIBIT A.15 – Existing Workflows – Alcohol and Electronic Monitoring – Follow Up

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EXHIBIT A.17 – Existing Workflows – SRP- Supervised Release Program

EXHIBIT A.18 – LASD Integration Requirements

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EXHIBIT A.20 – PSAMS Data Elements

EXHIBIT A.21 – Tables for Migration – Phase I

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EXHIBIT A.23 – ORMS Profiles

EXHIBIT A.24 – Deliverable Acceptance Form

EXHIBIT A.25 – Change Order Form

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EXHIBIT A.27 – Third Party Products

EXHIBIT A.28 – Minimum System Requirements

EXHIBIT A.29 – Court Report Forms – Phase I

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EXHIBIT A.33 – PSAMS Deliverable Expectation Document

EXHIBIT B – Pricing Schedule

EXHIBIT C – PSAMS Project Timeline

EXHIBIT D – Contractor's EEO Certification

EXHIBIT E – County's Administration

EXHIBIT F – Contractor's Administration

EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement

EXHIBIT H – Jury Service Ordinance

EXHIBIT I – Safely Surrendered Baby Law

EXHIBIT J – Information Security and Privacy Requirements Exhibit

EXHIBIT K – Service Level Requirements

EXHIBIT L – Confidentiality of CORI

EXHIBIT M – Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and Certification

EXHIBIT N – CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement

EXHIBIT O – Specified Contractor Roles

EXHIBIT P - Background Request Forms

AGREEMENT BETWEEN

COUNTY OF LOS ANGELES

AND

TYLER TECHNOLOGIES, INC.

FOR

PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

AND RELATED SERVICES

PREAMBLE

This Agreement for Pretrial Services Assessment and Monitoring System and Related Services (as further defined below, "**Agreement**") is made and entered into this ___ day of _____, 2021 ("**Effective Date**"), by and between the County of Los Angeles ("**County**") and Tyler Technologies, Inc. ("**Contractor**"), a Delaware corporation, with its principal place of business at 5101 Tennyson Pkwy, Plano, TX 75024. When used herein, the term "Agreement" includes the body of this Agreement and all exhibits ("**Exhibit(s)**"), attachments ("**Attachment(s)**"), and schedules ("**Schedule(s)**") appended to this Agreement; additional documents that the parties identify and agree to incorporate herein by reference; and all Amendments, Change Notices, and Change Orders (all as defined below) executed in accordance with the terms hereof. In the event of a conflict between the body of this Agreement and any Exhibit, Attachment, Schedule, or incorporated material, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits, Attachments, and Schedules in the order of priority set forth in Paragraph 1.0 (Applicable Documents) below.

RECITALS

WHEREAS, Contractor is a provider of a commercial, off-the-shelf software known as Tyler Supervision technology platform and services related thereto;

WHEREAS, County desires to enter into an agreement with Contractor, among other things, to provide the Pretrial Services Assessment and Monitoring System and Related Services (as further defined in this Agreement, "**PSAMS Solution**"), which includes but is not limited to engaging Contractor (a) to provide access to all Licensed Software included in PSAMS Solution; (b) to perform Data Migration and all other Implementation Services and to provide all Configurations, Customizations, and Enhancements required for PSAMS Solution to meet County's functional, technical and/or business requirements; (c) to integrate the Licensed Software with Los Angeles County

Sheriff's Department's systems ("**LASD systems**") and other applicable County systems as specified in Exhibits A.18 (LASD Integration Requirements) and A.19 (CJIS – Charge Code Data Integration) to Exhibit A (Statement of Work); and (d) to host, maintain and support the Licensed Software, in each case, subject to the terms and conditions of this Agreement;

WHEREAS, the County may contract with private businesses for a pretrial services assessment and monitoring system solution when certain requirements are met;

WHEREAS, Contractor represents and warrants that it possesses the necessary special skills, knowledge, technical competence and sufficient staffing to perform all work described in this Agreement;

WHEREAS, the Contractor agrees to furnish the work described in this Agreement, subject to the terms of the Agreement; and

WHEREAS, this Agreement is authorized pursuant to California Government Code sections 23004 and 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This Agreement and the Exhibits, Attachments, and Schedules hereto, together with all Change Notices, Change Orders, and Amendments executed in accordance with the terms hereof, collectively constitute the "**Agreement**," and are the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 12.0 (Change to Agreement) and signed by both parties.

In the event of conflict or inconsistency between the body of this Agreement and any Exhibit, Attachment, or Schedule hereto, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits, Attachments, and Schedules in the following order of priority:

1.1 EXHIBIT J – Information Security and Privacy Requirements Exhibit

1.2 EXHIBIT A – Statement of Work

1.2.1 EXHIBIT A.1 – System Requirements – Phase I

1.2.2 EXHIBIT A.2 – System Requirements – Phase II

1.2.3 EXHIBIT A.3 – Current Systems Flow Diagram

1.2.4 EXHIBIT A.4 – Existing Workflows – Static-99R SRG

1.2.5 EXHIBIT A.5 – Existing Workflows – Static- 99R Pre- Sentence & Post-Sentence

1.2.6 EXHIBIT A.6 – Existing Workflows – OR – Candidate Selection & Investigation Request

1.2.7 EXHIBIT A.7 – Existing Workflows – BD – Agency Request

1.2.8 EXHIBIT A.8 – Existing Workflows – BD – Defendant Request

1.2.9 EXHIBIT A.9 – Existing Workflows – Drug Court

1.2.10 EXHIBIT A.10 – Existing Workflows – Name Change -Investigation

1.2.11 EXHIBIT A.11 – Existing Workflows – RRU

1.2.12 EXHIBIT A.12 – Existing Workflows – Pretrial Court Activity Monitoring & Non-Compliance

1.2.13 EXHIBIT A.13 – Existing Workflows – Regular Court Activity Monitoring for OR Releases

1.2.14 EXHIBIT A.14 – Existing Workflows – Alcohol and Electronic Monitoring – Investigation

1.2.15 EXHIBIT A.15 – Existing Workflows – Alcohol and Electronic Monitoring – Follow Up

1.2.16 EXHIBIT A.16 – Existing Workflows – Alcohol and Electronic Monitoring – Abscond & Non-Compliance Follow Up

1.2.17 EXHIBIT A.17 – Existing Workflows – SRP- Supervised Release Program

1.2.18 EXHIBIT A.18 – LASD Integration Requirements

1.2.19 EXHIBIT A.19 – CJIS – Charge Code Data Integration Requirements

1.2.20 EXHIBIT A.20 – PSAMS Data Elements

1.2.21 EXHIBIT A.21 – Tables for Migration – Phase I

1.2.22 EXHIBIT A.22 – Tables for Migration – Phase II

1.2.23 EXHIBIT A.23 – ORMS Profiles

1.2.24 EXHIBIT A.24 – Deliverable Acceptance Form

1.2.25 EXHIBIT A.25 – Change Order Form

1.2.26 EXHIBIT A.26 – Abbreviations and Acronyms

1.2.27 EXHIBIT A.27 – Third Party Products

1.2.28 EXHIBIT A.28 – Minimum System Requirements

1.2.29 EXHIBIT A.29 – Court Report Forms – Phase I

1.2.30 EXHIBIT A.30 – Letters and Notifications – Phase I

1.2.31 EXHIBIT A.31 – Court Report Forms – Phase II

1.2.32 EXHIBIT A.32 – Letters and Notifications – Phase II

1.2.33 EXHIBIT A.33 – PSAMS Deliverable Expectation Document

1.3 EXHIBIT B – Pricing Schedule

1.4 EXHIBIT C – PSAMS Project Timeline

1.5 EXHIBIT K – Service Level Requirements

1.6 EXHIBIT M – Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and Certification

1.7 EXHIBIT N – CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement

1.8 EXHIBIT L – Confidentiality of CORI

1.9 EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement

1.10 EXHIBIT P – BACKGROUND REQUEST FORMS

1.11 EXHIBIT E – County's Administration

1.12 EXHIBIT F – Contractor's Administration

1.13 EXHIBIT D – Contractor's EEO Certification

1.14 EXHIBIT H – Jury Service Ordinance

1.15 EXHIBIT I – Safely Surrendered Baby Law

1.16 EXHIBIT O - Specified Contractor Roles

2.0 DEFINITIONS

The following terms as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

Accept; Acceptance: The County Project Director's or designee's written approval of the Licensed Software, a Deliverable, and/or Optional Work in accordance with Paragraph 5.0 (Acceptance) of the Agreement, with such approval being indicated by County Project Director's or designee's signature on an Acceptance Certificate.

Acceptance Certificate: The acceptance certificate, substantially similar to form attached as Exhibit A.24 (Deliverable Acceptance Form) to Exhibit A (Statement of Work).

Acceptance Criteria: As defined in Subparagraph 5.1 (Acceptance Criteria) of the Agreement.

Acceptance Test(s); Acceptance Testing: As defined in Subparagraph 5.2 (Acceptance Tests) of the Agreement.

Agreement: As defined in Paragraph 1.0 (Applicable Documents).

Agreement term and **term of this Agreement**: As defined in Subparagraph 6.2 (Option Terms; Extensions; Term) of the Agreement.

Amendments: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Attachment(s): As defined in the preamble to the Agreement.

Business Day: Monday through Friday, 8:00 a.m. to 5:00 pm. Pacific Time, not including County holidays.

Change Notices: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Change Orders: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Chief Executive Officer: The County's Chief Executive Officer or successor.

Chief Probation Officer: The County's Chief Probation Officer or successor.

CJIS: As defined in Subparagraph 4.4 (Hosting Services).

CJIS Security Policy: As defined in Subparagraph 4.4 (Hosting Services).

Compatible; Compatibility: With respect to the Licensed Software and each component thereof, that (a) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with the County Environment; (b) the applicable components of Third Party Products are capable of supporting, operating and otherwise performing all functions of such Third Party Products components set forth in the Specifications and this Agreement, when used in conjunction with the other components of the Licensed Software; (c) the applicable components of Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with the Third Party Products; and (d) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with one another and with the Hosted Environment.

Concurrent Users: The identified number of Users logged on to the PSAMS Solution simultaneously under normal operational conditions as defined by that type of User.

Confidential Information: As defined in Subparagraph 11.1 (General Confidentiality Obligation) of the Agreement.

Configuration: Configuration of the Licensed Software provided by Contractor to meet the County's requirements set forth in Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work) or as Optional Work in order to meet changes in County's requirements from those set forth in the then-current version of Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work). "Configure" in its verb form means the act of configuring the Licensed Software in order to implement a Configuration.

Contractor: As defined in the preamble to the Agreement.

Contractor Key Staff: Contractor Project Director, Contractor Project Manager, and the other staff as identified in Section 2.3.2 (Key Resources/Personnel) of Exhibit A (Statement of Work).

Contractor Project Director: As defined in Subparagraph 10.1 (Contractor's Staff) of the Agreement.

Contractor Project Manager: As defined in Subparagraph 10.1 (Contractor's Staff) of the Agreement.

County: As defined in the preamble to the Agreement.

County Data: As defined in Subparagraph 3.3.1 (Ownership of County Data) of the Agreement.

County Environment: As defined in Subparagraph 3.5 (Minimum System Requirements).

County Indemnitees: As defined in Subparagraph 20.1 (General Indemnification).

County Project Director: As defined in Subparagraph 9.1 (County Project Director) of the Agreement.

County Project Manager: As defined in Subparagraph 9.2 (County Project Manager) of the Agreement.

Cross-Over Issues: As defined in Subparagraph 4.6.1 (Cross-Over Issues) of the Agreement.

Customization and **Enhancement:** Customization to or enhancement of the Licensed Software. Customizations and Enhancements are not intended to include and shall not include changes to the Licensed Software that are required

to be provided to the Licensed Software as Revisions. "Customize" and "Enhance" in verb form mean the act of customizing or enhancing the Licensed Software in order to implement a Customization and Enhancement.

Data Migration: All Services provided by Contractor in order to migrate County Data from the ORMS and PPT+ systems to the PSAMS Solution so that such data is able to be accessed and use in the PSAMS Solution. Data Migration includes the activities set forth in Sections 3.2.3 and 3.3.4 of Exhibit A (Statement of Work).

Day(s): Calendar day(s) unless otherwise specified.

Deficiency; Defect: The terms "Deficiency(ies)" and "Defects", whether singular or plural, shall mean a failure of the Licensed Software to conform to the Specifications set forth in Exhibits A.1 (System Requirements – Phase I); A.2 System Requirements – Phase II); A.18 (LASD Integration Requirements); A.19 (CJIS – Charge Code Data Integration Requirements); A.27 (Third Party Products); A.29 (Court Report Forms – Phase I); A.30 (Letters and Notifications – Phase I); A.31 (Court Report Forms – Phase II) and A.32 (Letters and Notifications – Phase II) to the Statement of Work, or in the Documentation. Future functionality to which the Licensed Software must conform may be updated, modified, or otherwise enhanced through Contractor's Support Services, or otherwise in accordance with the Agreement, and the governing functional descriptions for such future functionality will be set forth in the then-current Documentation.

Deliverable(s): Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in Exhibit A (Statement of Work) and/or in any Scope of Work, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Statement of Work).

Department or Probation: The County's Probation Department or successor.

Designated Test: As defined in Subparagraph 5.6.1 of the Agreement.

Disabling Device(s): As defined in Subparagraph 8.6 (Disabling Device) of the Agreement.

Dispute Resolution Procedure: As defined in Paragraph 23.0 (Dispute Resolution Procedure) of the Agreement.

Documentation: All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions or other documentation created by Contractor pursuant to this Agreement regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto.

Effective Date: The date first set forth in the preamble to the Agreement, which is the date on which this Agreement has been approved by the Board of Supervisors and executed by authorized representatives of County and Contractor.

Exhibit(s): As defined in the preamble to the Agreement.

Final Acceptance: As defined in Subparagraph 5.5 (Final Acceptance) of the Agreement.

Holdback Amount(s): As defined in Subparagraph 7.3 (Holdbacks) of the Agreement.

Hosted Environment: The virtual servers, storage, network and data communications components, operating software, and related configurations and management tools, to be managed by Contractor as a part of its obligation to perform Hosting Services. The Hosted Environment includes the Hosted Environment for Production Use and all other environments described in this Agreement, including Exhibit A (Statement of Work).

Hosting Services: As defined in Paragraph 4.4 (Hosting Services) of the Agreement.

Hourly Rate: For Contractor's personnel, the fully burdened hourly rates set forth in Exhibit B (Pricing Schedule), which rates include an allocated average of direct and indirect costs, overhead, administrative expenses.

Initial Term: As defined in Subparagraph 6.1 (Initial Term) of the Agreement.

Intellectual Property Rights: All intellectual property or other proprietary rights, including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof.

Interfaces: Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by County or a third-party to a format supported at County or vice versa. "Interface" in its verb form means the act of the PSAMS Solution using an Interface to communicate with another County or third party system.

Implementation Fees: As defined in Subparagraph 4.2.1 of the Agreement.

Implementation Services: As defined in Subparagraph 4.2.1 of the Agreement.

ISO: International Organization for Standardization.

Legislative Revisions: As defined in Exhibit K (Service Level Requirements).

Licensed Software: Individually each, and collectively all, of the computer programs provided by Contractor under this Agreement (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, and all Configurations, Interfaces, Customizations, Enhancements, and Revisions provided hereunder by Contractor, and any and all programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County. Without limiting the foregoing, all New Software and Replacement Products shall become a part of the Licensed Software for all purposes under the Agreement, under and as described in the Agreement.

Maximum Agreement Sum: As defined in Subparagraph 7.1.3 of the Agreement.

New Software: Any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the effective date of the Agreement, (ii) not related to the primary function for which the Licensed Software is used by County, and/or (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, in each case, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work). Additional Interfaces and/or additional Customizations and Enhancements beyond those required by the then-current version of Exhibits A.1 (System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work) provided by Contractor upon County's request therefor in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work) shall be deemed New Software.

Optional Work: Additional licenses to existing Licensed Software, New Software, and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Subparagraph 4.5 (Optional Work).

Option Term: As defined in Subparagraph 6.2.1 (Option Terms; Extensions; Term) of the Agreement.

ORMS: As defined in Exhibit A (Statement of Work).

PCD: As defined in Exhibit A (Statement of Work).

Pacific Time: Will be considered local time for Los Angeles County.

Personally Identifiable Information or **PII:** As defined in Exhibit J (Information Security and Privacy Requirements Exhibit).

Phase; Phases: Phases I and II are collectively referred to as Phases; either is referred to as a Phase.

Phase I: The first phase of implementation of the PSAMS Solution as described in Exhibit A (Statement of Work).

Phase II: The second phase of implementation of the PSAMS Solution as described in Exhibit A (Statement of Work).

Priority Levels: As defined in Exhibit K (Service Level Requirements).

Pool Dollars: Absent an Amendment in accordance with Paragraph 12.0 (Change to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including New Software and/or Professional Services, approved by County in accordance with the terms of this Agreement and for adjustments otherwise needed under this Agreement.

PPT+: As defined in Exhibit A (Statement of Work).

Production Use: The actual use of the Licensed Software in the Hosted Environment to process actual live data in County's day-to-day operations.

Professional Services: Services, including but not limited to consulting services, additional training, and/or customizations, which Contractor may provide upon County's request thereof in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work).

Pretrial Services Assessment and Monitoring System Solution or PSAMS Solution: The Licensed Software, Hosted Environment, and SaaS Services, including all modules, components and Documentation, collectively known as the Pretrial Services Assessment and Monitoring System and Related Services.

Replacement Product: As defined in Exhibit K (Service Level Requirements).

Revisions: Changes to the Licensed Software, including but not limited to (a) a bug fix, patch, or redistribution of the Licensed Software that corrects a Defect; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements, including but not limited to those constituting a new Version; (c) any update to the Licensed Software designed to improve its operations, usefulness, or completeness that is made generally available by Contractor to its other customers; and (d) Legislative Revisions as required by Exhibit K (Service Level Requirements). Revisions do not include Customizations or Enhancements.

SaaS Fees: The fees payable by County in accordance with this Agreement for Contractor's provision of SaaS Services, as such fees are identified in Exhibit B (Pricing Schedule).

SaaS Services: Software as a service consisting of system administration, system management, and system monitoring activities that Contractor performs for the Licensed Software, and includes the right to access and use the Licensed Software as operated on the Hosting Environment, receive Hosting Services for the Licensed Software, and receive Support Services for the Licensed Software, including Downtime resolution under the terms of Exhibit K (Service Level Requirements), and data storage and archiving. For the avoidance of doubt, SaaS Services do not include the following services: (a) onsite support; (b) application design; or (c) other consulting services.

Schedule(s): As defined in the preamble to the Agreement.

Scope of Work: As defined in Subparagraph 4.5.3 (Change Order Process and Contents) of the Agreement.

Service Interdependencies: As defined in Subparagraph 4.6.2 (Service Interdependencies) of the Agreement.

Services: Collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically "Implementation Services," "Data Migration," and "SaaS Services" that are included within this definition of "Services," even though they are sometimes referenced by the Service grouping name (e.g., "Implementation Services," "Data Migration," and "SaaS Services"). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits, Attachments, or Schedules and related documents incorporated into the definition of that Service grouping.

Specifications: All specifications and requirements specified in Exhibit A (Statement of Work), including Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) and other applicable exhibits to Exhibit A (Statement of Work),; all standards specified in Exhibit K (Service Level Requirements); and the Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing.

Subcontractor: Any person or entity with which Contractor or any of its subcontractors has entered into a subcontract in accordance with Paragraph 13.0 (Subcontracting) of the Agreement to perform all or any portion of any tasks, subtasks, Deliverables, goods, Services, or other work under the Agreement.

Support Services: As defined in Subparagraph 4.3 (Support Services) of the Agreement.

Tax; Taxes: 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.

Third Party Product: All software and content to be licensed, leased or otherwise obtained by Contractor from a third-party. All Third Party Products provided by Contractor hereunder for use with PSAMS Solution or used for the performance of the Services are subject to prior written approval by County under and in accordance with Subparagraph 3.4 (Third Party Product) and expressly identified as Third Party Product in Exhibit A.27 (Third Party Products) to Exhibit A (Statement of Work).

Transition Period: As defined in Subparagraph 15.7.1 of the Agreement.

Transition Services: As defined in Subparagraph 15.7.2 of the Agreement.

User: Any person or entity authorized by the County to access the Licensed Software or use the SaaS Services.

Version: A Revision that is accompanied by a change in the reference to the Licensed Software in the number to the left of the period in the version numbering format X.XX.

3.0 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY

3.1 License Grant

3.1.1 Scope of License

Subject to the terms and conditions of this Agreement, including, but not limited to payment by County of the applicable SaaS Fees set forth in Exhibit B (Pricing Schedule) in accordance with this Agreement, Contractor grants to County an unlimited (except as expressly set forth in this Agreement), non-exclusive, non-transferable (except as permitted by this Agreement) limited right to

access and use the Licensed Software solely for purposes of the current business scope provided by the Department's Pretrial Services Bureau as of the Effective Date and consistent with Exhibit A (Statement of Work) (as used in this Subparagraph 3.1.1, "**County's Business Purposes**"), in accordance with the terms of this Agreement and for the length of the term of this Agreement. The Licensed Software will be made available to the County according to the terms of Exhibit K (Service Level Requirements). County acknowledges that Contractor will not ship copies of the Licensed Software as part of the SaaS Services. Without limitation of the above, right to access and use the Licensed Software, which makes up the PSAMS Solution, will include making the Licensed Software and Documentation available to Users (may include Non-County staff at the discretion of County) and any other Federal, State, and local agencies, and business partners as needed pursuant to County's Business Purposes. County will ensure that any of the foregoing who are not employees, not under contract with the County, or are not otherwise under the management of County, will execute confidentiality and appropriate use restrictions as to the Licensed Software as set forth in the Agreement.

3.1.2 License Restrictions

The County may not: (a) make the Licensed Software or Documentation available in any manner to any third party for use in the third party's business operations except as expressly permitted by this Agreement; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us (it being understood and agreed the foregoing restriction does not limit the County's ability to work with third parties to achieve Interfaces with the Licensed Software, provided the third parties comply with the use restrictions and confidentiality obligations under this Agreement); or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Licensed Software, or Documentation available to any third party other than as expressly permitted by this Agreement. For the avoidance of doubt, the license restrictions set forth in this Subparagraph 3.1.2 do not impact County's ability to use, prepare derivative works, or distribute the output that the County can export from the PSAMS Solution, including without limitation all reports, graphs, charts, letters, notifications, forms, or other artifacts, beyond the term of this Agreement.

3.1.3 Documentation

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software and the PSAMS Solution. If the Documentation for the Licensed Software is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel, County designees, and Users of the PSAMS Solution, and incorporate such copies into its own technical and User manuals, provided that such reproduction relates to County's and Users' use of the Licensed Software as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form. For purposes of this subsection, the availability of Contractor's Documentation on its website shall constitute an electronic form.

3.2 [Intentionally Omitted]

3.3 Proprietary Rights

3.3.1 Ownership of County Data

All of the County's Confidential Information, including without limitation Personally Identifiable Information and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement; and all of the output that the County can export from the PSAMS Solution generated by County's use of the PSAMS Solution, including without limitation data within reports, graphs, charts, letters, notifications, forms, or other artifacts; modified County Data, etc. (collectively, "**County Data**") provided or made accessible by County to Contractor, is and shall remain the property of County.

3.3.2 Ownership of Software Deliverables

Contractor retains all right, title and interest in and to Deliverables (except for any County Confidential Information, if any, included in such Deliverables), subject to the rights expressly granted to the County under this Agreement.

3.3.3 License of Deliverable Subset

Regarding Deliverable Subset, Contractor hereby grants to County a limited, perpetual, irrevocable, fully paid up, non-transferable (except as permitted by this Agreement) license to use, prepare derivative works, and copy the Deliverable Subset for County's internal business purposes. During the term of this Agreement, County may distribute the Deliverable Subset, provided that the County's right of distribution hereunder shall be limited to Users (may include Non-County staff at the discretion of County) and any other Federal, State, and local agencies, and business partners as needed pursuant to County's internal business purposes. Nothing in this Subparagraph 3.3.3 prohibits the County from using the Deliverable Subset following expiration or termination of this Agreement for purposes of developing its requirements, provided the County does not reveal Contractor's confidential and proprietary information. The term "**Deliverable Subset**" means all Deliverables other than the Licensed Software, and Contractor's or County's working papers with respect to such Deliverables. Nothing under this Subparagraph 3.3.3 will divest Contractor's ownership in and to its confidential and proprietary information.

3.4 Third Party Product

The Contractor shall not use any Third Party Product in the PSAMS Solution without the prior written approval of the County to be granted or withheld in its sole discretion. The Third Party Products for which County has given such approval as of the Effective Date are as set forth on Exhibit A.27 (Third Party Products) to Exhibit A (Statement of Work), and such attachment shall be updated in accordance with this Agreement to reflect any additional Third Party Products for which County gives such approval after the Effective Date. In the event Contractor provides any Third Party Product to County in connection with this Agreement, Contractor shall obtain, at Contractor's sole cost and expense, a license for County to use and access the Third Party Product that is the equivalent to the license granted pursuant to Subparagraph 3.1 (License Grant). For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to County, all Third Party Product to the same extent as the Licensed Software.

3.5 Minimum System Requirements

Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) sets out the minimum requirements for County's hardware and software configurations and network (collectively, "**County Environment**") that shall be Compatible with the PSAMS Solution and required in order for the PSAMS Solution to operate in accordance with the Specifications and this Agreement. Exhibit A.28 (Minimum System Requirements) to Exhibit A

(Statement of Work) may be updated from time to time only in accordance with Exhibit K (Service Level Requirements).

4.0 SERVICES

4.1 Services Generally

The Contractor will provide and implement the PSAMS Solution as specified in this Agreement. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work) and in accordance with Exhibit K (Service Level Requirements). Contractor shall use its best efforts to provide all work in accordance with the applicable timeframes set forth in Exhibit C (PSAMS Project Timeline), as revised by the PCD, and this Agreement. Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, 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.

4.2 Implementation Services

4.2.1 Contractor shall provide implementation services, including Licensed Software setup, installation, Configuration, Data Migration, testing, training, and other Services required for successful implementation of the PSAMS Solution, as provided in this Agreement and specified in Exhibit A (Statement of Work) (collectively, "**Implementation Services**"). Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees in accordance with this Agreement. The "**Implementation Fees**" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), as specified in Exhibit B (Pricing Schedule). The Implementation Fees shall be a fixed fee amount specified in such Exhibit B (Pricing Schedule), except regarding those specific subtasks identified in Exhibit B (Pricing Schedule) as charged on a not-to-exceed basis.

4.2.2 Contractor shall use its best efforts to deliver all Deliverables by the date(s) specified in Exhibit C (PSAMS Project Timeline), as revised by the PCD, unless extended by County in writing prior to the Deliverables due date. Without limiting the foregoing, should Contractor anticipate that the Contractor resources assigned to

provide the Services, or any segment of Services, are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, or any segment of Services, within the time set forth in Exhibit A (Statement of Work).

4.3 Support Services

4.3.1 During the term of this Agreement, Contractor shall provide the support and maintenance services for the Licensed Software described in this Agreement, including Exhibit K (Service Level Requirements) (collectively, the "**Support Services**"), in exchange for County's payment of the SaaS Fees set forth on Exhibit B (Pricing Schedule) in accordance with this Agreement.

4.3.2 The Support Services shall commence with respect to the Licensed Software on the Effective Date. County shall start paying SaaS Fees as described in Subparagraph 7.1.1. Exhibit B (Pricing Schedule) shows the total maximum amount of SaaS Fees that may be payable by County for licensing of the Licensed Software and for provision of the SaaS Services.

4.4 Hosting Services

During the term of this Agreement, Contractor shall host the Licensed Software on the Hosted Environment which shall be located in a secure location within the United States on Amazon's AWS GovCloud, on shared hardware. Hosting services shall conform to the requirements of Exhibit K (Service Level Requirements) (collectively, the "**Hosting Services**"), in exchange for County's payment of the applicable SaaS Fees in accordance with this Agreement. County Data will be inaccessible to Contractor's other clients. Contractor shall comply with the provisions of the Criminal Justice Information Systems ("**CJIS**") Security Policy, as amended from time to time ("**CJIS Security Policy**"), which are applicable to Contractor in the performance of all Services under this Agreement. The Hosting Services shall commence upon the Effective Date, but County shall only be obligated to start paying SaaS Fees on the date set forth in Subparagraph 7.1.1.

4.4.1 Contractor represents and warrants that in connection with this Agreement Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third party.

4.4.2 Contractor represents and warrants that during the term of this Agreement Contractor will not withhold or suspend SaaS Services provided hereunder, for any reason, including but not limited to a

dispute between the parties arising under this Agreement, except that Contractor may suspend SaaS Services under the following conditions: (1) County has failed to pay undisputed invoices for a period that exceeds 180 days as of the date of Contractor's proposed suspension date; (2) Contractor has notified County Project Director sixty days prior to Contractor's proposed suspension date; and (3) prior to or promptly following delivery of such written notice, Contractor has invoked the Dispute Resolution Procedure regarding County's failure to pay; and (4) Contractor immediately resumes provision of SaaS Services upon County's payment of the undisputed invoices or as otherwise agreed to pursuant to the Dispute Resolution Procedure.

4.5 Optional Work

Upon County Project Director's written request and execution of a Change Order pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including additional licenses to existing Licensed Software, New Software, and Professional Services, in accordance with this Subparagraph and the applicable Change Order, and at the applicable Hourly Rates set forth in Exhibit B (Pricing Schedule). Optional Work shall use and be capped at available Pool Dollars; County shall not request and Contractor shall not be obligated to provide Optional Work for which there are no available Pool Dollars.

4.5.1 Additional Licenses and New Software

Contractor shall provide to County additional licenses to existing Licensed Software and New Software as part of Optional Work in accordance with this Subparagraph 4.5 (Optional Work) and the applicable executed Change Order. Any enhancements and/or modifications to the Licensed Software resulting from New Software shall be incorporated into and become part of the Licensed Software. All New Software, once Accepted by County pursuant to Paragraph 5.0 (Acceptance), shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement.

4.5.2 Professional Services

Contractor shall provide to County Professional Services as part of Optional Work, including consulting services and/or additional training, in accordance this Subparagraph 4.5 (Optional Work) and the applicable executed Change Order. Specifically, County Project Director may from time to time, during the term of this Agreement, submit written requests for Professional Services for services not included in Implementation Services, Hosting Services, or Support

Services. Any enhancements and/or modifications to the Licensed Software resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software. Any Professional Services that are Accepted in writing by County shall become a part of the Services, and any products of Professional Services, once Accepted by County pursuant to Paragraph 5.0 (Acceptance), shall become part of the PSAMS Solution, and shall be subject to the terms and conditions of this Agreement.

4.5.3 Change Order Process and Contents

1. County may require that Optional Work be provided on a (1) fixed price basis, (2) not-to-exceed amount basis, (3) time and materials basis, or (4) a combination of the above.

2. In response to County Project Director's request, Contractor shall submit to County for approval a scope of work describing the particular Optional Work and providing a proposed cost consistent with the payment method required by County to provide such Optional Work, calculated based on the applicable Hourly Rates (if applicable) and other pricing terms set forth in Exhibit B (Pricing Schedule) and elsewhere in the Agreement (each a "**Scope of Work**").

3. Following Contractor's delivery of the Scope of Work, County and Contractor shall work cooperatively to draft and agree on the Change Order developed using the Scope of Work and the Change Order Form attached to Exhibit A (Statement of Work) as Exhibit A.25 (Change Order Form), which shall at a minimum include the tasks and Deliverables to be performed; County's functional, technical, and/or business requirements to become part of the Specifications; an analysis of any impact on existing Licensed Software and future Revisions; Acceptance Tests substantially similar in approach and scope as to that described in Exhibit A (Statement of Work), and a payment schedule for such Optional Work, including the Holdback required by Subparagraph 7.3.3 (Holdbacks) of this Agreement. Additionally, the County and Contractor shall agree in such Change Order whether the additional licenses to existing Licensed Software, New Software, or Professional Services that are the subject of such Change Order require an increase in the SaaS Fees for SaaS Services under this Agreement.

4. Notwithstanding anything to the contrary in this Subparagraph 4.5, any change rising to the level of an Amendment under

Paragraph 12.0 (Changes to Agreement) shall be accomplished pursuant to an Amendment.

4.5.4 Options for Certain Optional Work

1. County has the option, exercisable in its sole discretion, to engage Contractor to provide integration between the PSAMS Solution and the California Superior Court's Odyssey system as Optional Work at no cost using Contractor's standard Tyler Alliance integration technology. If County determines to use another integration technology, provision of such integration shall be treated as traditional Optional Work the cost set forth in the applicable Change Order or Amendment developed under this Subparagraph 4.5.

2. County has the option, exercisable in its sole discretion, to engage Contractor to provide as Optional Work, the work described in that certain letter from Contractor to the County dated as of September 22, 2021, at the cost set forth in such letter.

4.6 Multi-Vendor Environment

4.6.1 Cross-Over Issues

Contractor acknowledges that it will be delivering the Services and/or Licensed Software in a multi-vendor environment, with the County and other service providers providing services relating to the PSAMS Solution. Effective operation of such an environment requires not only the cooperation among all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and related to the Services (in this Subparagraph, "**Cross-Over Issues**"). As part of the Services, Contractor will actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Contractor Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.

4.6.2 Service Interdependencies

Contractor shall use commercially reasonable efforts to identify all work efforts of which Contractor has knowledge, whether performed by Contractor, Subcontractors, Contractor third-party vendors, or County that may impact the delivery of Services to be delivered (a) during the period extending from the Effective Date to Final Acceptance for Phase II or (b) during implementation of any Optional

Work (in this Subparagraph, the "**Service Interdependency**"). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or deliverable, and validate that each project plan reflects delivery of the work or deliverables required by Contractor to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall implement processes to insure it is receiving regular reports, from all parties responsible for a Service Interdependency, with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or deliverables as to each Service Interdependency will not adversely impact Contractor's ability to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. Within a reasonable period of time of knowledge of any Service Interdependency that will impact delivery of the Services, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency issue and Contractor's proposed resolution to remedy such Service Interdependency issue.

4.7 Reserved

4.8 No Offshore Work

All Services shall be performed and rendered within the United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County's intellectual property or any County property to any entity or individual outside the United States.

4.9 Intentionally Omitted

5.0 ACCEPTANCE

5.1 Acceptance Criteria

The Licensed Software, Deliverables, and Optional Work may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties, as developed in accordance with Exhibit A (Statement of Work) and this Paragraph 5.0 (Acceptance) (the "**Acceptance Criteria**"). Such Acceptance Criteria shall be based, at a minimum, on conformance of such work to the Specifications. Acceptance Certificates may be submitted by Contractor by e-mail to

County Project Director and Project Manager, and signed by County Project Director or designee and returned to Contractor by e-mail at the applicable addresses show in Exhibits E (County's Administration) and F (Contractor's Administration).

5.2 Acceptance Tests

5.2.1 When Contractor notifies County that one or more components of the Licensed Software has been implemented as required under Exhibit A (Statement of Work) or that a Service, Deliverable, or milestone (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related Licensed Software, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria. Testing may be performed at various stages of the Implementation Services as set forth in the Statement of Work, or otherwise deemed appropriate by County.

5.2.2 County and/or Contractor shall conduct all tests in Exhibit A (Statement of Work) (hereinafter "**Acceptance Test(s)**").

5.2.3 For each Acceptance Test, Contractor shall provide County testing scenarios consistent with Contractor's best practices for the applicable Licensed Software or Deliverable.

5.3 Production Use

With respect to each of Phase I and Phase II, the Licensed Software shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing (a) Contractor's transition of the Licensed Software for such Phase to the Hosted Environment for Production Use, and (b) documented results provided by Contractor certifying successful transition of the Licensed Software for such Phase to the Hosted Environment for Production Use and operation of the PSAMS Solution in accordance with the Specifications.

5.4 Licensed Software Use

With respect to each of Phase I and Phase II, following installation of the Licensed Software by Contractor and prior to Final Acceptance for such Phase by County, County shall have the right to use, in a Production Use mode, the Licensed Software for such Phase, without any additional cost to County (except as provided for in Subparagraph 7.1.1) where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall

not be deemed Acceptance or Final Acceptance for such Phase of the Licensed Software.

5.5 Final Acceptance

With respect to each of Phase I and Phase II, the Licensed Software shall achieve "**Final Acceptance**" when the Licensed Software for such Phase in its entirety, as installed and configured, operates in Production Use for a period of 60 days continuously without Defects of Priority Level 1 or 2, as provided in Exhibit K (Service Level Requirements) to the Agreement.

5.6 Failed Testing

5.6.1 If the County Project Director makes a good faith determination at any time that a Deliverable has not successfully completed an Acceptance Test or that the Licensed Software for a Phase has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 5.6 (Failed Testing) as "**Designated Test**"), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software or Deliverable has failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software or Deliverable as will permit the Licensed Software or Deliverable to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the Licensed Software or Deliverable again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software or Deliverable failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software or Deliverable as will permit the Licensed Software or Deliverable to be ready for retesting. All notices under this Subparagraph 5.6.1 may be submitted by Contractor or by County via e-mail at the applicable addresses shown in Exhibits E (County's Administration) and F (Contractor's Administration).

5.6.2 Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test, or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Subparagraph 15.2 (Termination for Default) on the basis of such non-curable default.

5.6.3 Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components or Phases of the Licensed Software; (ii) a termination of any part of Exhibit A (Statement of Work) relating to the Licensed Software or Deliverable that is not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the PSAMS Solution as a whole, the entire Agreement. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law. For the avoidance of doubt and without limiting Subparagraph 24.25 (Waiver), no prior approval or Acceptance by County of any Licensed Software or Deliverable shall constitute a waiver or estoppel by County of the rights and remedies set forth in this Subparagraph 5.6 (Failed Testing).

6.0 TERM OF CONTRACT

6.1 Initial Term

The term of this Agreement shall commence upon the Effective Date and shall remain in effect for an initial term of five (5) years commencing after the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement ("**Initial Term**").

6.2 Option Terms; Extensions; Term

6.2.1 At the end of the Initial Term, the County may, at its sole option, extend this Agreement term for up to three (3) additional two (2) year option terms ("**Option Term**"), for a maximum possible total Agreement term of eleven (11) years. The Option Term may be exercised at the sole discretion of the Chief Probation Officer or such person's designee as authorized by the Board of Supervisors.

6.2.2 Contingent upon available funding, the term of the Agreement may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or such person's designee and the written concurrence of the Contractor. All terms of the Agreement in effect at the time of extending the term shall remain in effect for the duration of the extension. As used in this Agreement, "**Agreement term**" or "**term of this Agreement**" shall mean and include the Initial Term, the Option Term if exercised, and all month-to-month extensions under this provision.

6.2.3 The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement Option Term or extension option.

6.3 Notice of Expiration

The Contractor shall notify County Project Director and Project Manager when this Agreement is within six (6) months of the expiration of the Initial Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E (County's Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

7.0 CONTRACT SUM

7.1 General

7.1.1 Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule) (1) for Implementation Services, based on the Deliverable amounts due, upon Contractor's completion and County's Acceptance of each billable Deliverable; (2) for access to the Licensed Software and SaaS Services for the Licensed Software, by payment of applicable quarterly SaaS Fees in arrears for each quarter starting with the first calendar quarter following the Effective Date as specified in Schedule B.3 (SaaS Fees) to Exhibit B (Pricing Schedule); and (3) for Optional Work, on a per Change Order/Amendment basis by payment of the applicable amounts set forth in such Change Order or Amendment for the provision of such Optional Work, not to exceed any maximum fixed price or not-to-exceed amount quoted for such Optional Work, according to such Change Order's or Amendment's payment schedule and, if none, following Contractor's completion and County's Acceptance of all work under such Change Order or Amendment.

7.1.2 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.

7.1.3 The "**Maximum Agreement Sum**" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, Licensed Software, PSAMS Solution, Services, and Optional Work under and during the term of this Agreement. If County does not Accept work under and in accordance with this Agreement, no payment shall be due Contractor for such work. The Maximum Agreement Sum, including all applicable Taxes and Pool Dollars, authorized by County hereunder shall not exceed $7,157,257, as further detailed in Exhibit B (Pricing Schedule), unless the Maximum Agreement Sum is modified by an Amendment to this Agreement pursuant to Paragraph 12.0 (Change to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for all elements of the PSAMS Solution, including the Licensed Software and Services, including Implementation Services, SaaS Services, and any Optional Work. The Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

7.1.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Agreement Sum under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director and Project Manager at the address herein provided in Exhibit E (County's Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

7.2 No Payment for Services Provided Following Expiration/Termination of Agreement

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the 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/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

7.3 Holdbacks

7.3.1 Upon Contractor's completion and County's Acceptance of each Deliverable under Exhibit A (Statement of Work), payment of eighty-five percent (85%) of the amount due and payable for such Deliverable will be made by County for the Deliverable. The remaining fifteen percent (15%) of the payment associated with such Deliverable (each a "**Holdback Amount**;" cumulatively for all Deliverables, the "**Holdback Amounts**") will be retained by County and the Holdback Amounts for all Deliverables under each Phase will be payable upon Final Acceptance of such Phase pursuant to Subparagraph 5.5 (Final Acceptance), subject to adjustment for any amounts arising under this Agreement owed to the County by the Contractor. To account for such Holdback Amounts, Contractor will only invoice County for eighty-five percent (85%) of the amount due and payable for each Deliverable.

7.3.2 A Deliverable shall be deemed approved for purposes of this Sub-paragraph on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Deliverable are completed, tested for acceptability, and Accepted by County in accordance with Subparagraph 5.1 (Acceptance Criteria). The determination of whether each Deliverable has been so completed and so Accepted shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data, and documentation shall be subject to verify such completion.

7.3.3 Unless otherwise agreed to by County Project Director with respect to a specific Change Order, when preparing a Change Order for Optional Work, all such Deliverables may be subject to a fifteen percent (15%) Holdback Amount payable on Contractor's full completion and County's Acceptance of all work under such Change Order.

7.4 Invoices and Payments

7.4.1 The Contractor shall invoice the County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), the applicable Change Order, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement, and shall include supporting documentation (including but not limited to identification of the specific work for which payment is claimed; copies of fully executed Acceptance

Certificates evidencing County Project Director's approval of such work and the payment amount; indication of the applicable Holdback Amount and the cumulative Holdback Amounts accrued under this Agreement; indication of any credits or withholds accrued under this Agreement; and any other supporting documentation reasonably requested by County Project Director. In the case of Deliverables charged on a not-to-exceed basis as specified in Schedule B.2 (Hourly Not-to-Exceed Deliverables) of Exhibit B (Pricing Schedule), Contractor shall identify the hours charged by Deliverable. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, Deliverables, goods, Services, and other work Accepted by County. The making of any payment or payments by County, or receipt thereof by the Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, PSAMS Solution, Services, Deliverables, and Optional Work in accordance with this Agreement, and shall not imply Acceptance by the County of such items or the waiver of any warranties or requirements of this Agreement.

7.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

7.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) or applicable Change Order/Amendment describing the tasks, Deliverables, goods, Services, work hours, and facility and/or other work for which payment is claimed.

7.4.4 The Contractor shall submit the invoices to the County by the 15th calendar day of the month following the period of service.

7.4.5 All invoices under this Agreement shall be submitted to the address for invoices indicated on Exhibit E (County's Administration).

7.5 County Approval of Invoices; Payment of Approved Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Director or designee prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

7.6 Invoice Disputes

7.6.1 The County Project Director or designee will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such thirty (30) day period, the County Project Director will invoke the Dispute Resolution Procedure in Paragraph 23.0 (Dispute Resolution Procedure).

7.6.2 If County believes any delivered Licensed Software, other Deliverable, or Service does not conform to the provisions of this Agreement, County will provide Contractor with written notice within thirty (30) days of County's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues County contends are in dispute so that Contractor can confirm the issue and respond to County's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in County's notice. Contractor will work with County as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in County's notice. County may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes its action items outlined in the plan.

7.6.3 Payments withheld by County in accordance with this Subparagraph 7.6 shall be considered in dispute for purposes of this Agreement.

7.6.4 The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, other Deliverables, and Services in accordance with this Agreement, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

7.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

7.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an

alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

7.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

7.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

7.7.4 At any time during the duration of the Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

7.8 Intentionally Omitted

7.9 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including the Option Term), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly, all pursuant to a negotiated Amendment entered into in accordance with 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. Except as set forth in the negotiated Amendment, the Contractor shall continue to provide all of the Services set forth in this Agreement.

7.10 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations directly relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records directly

relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record directly relating to this Agreement, except that access to employment records shall be limited to legally required audits. All such material shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. Contractor can make all such material available to County using a mutually agreed upon electronic means.

7.10.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.10.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 7.10 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

7.10.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, at the County's expense, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) deducted from any amounts due to the Contractor from the County. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

7.11 Taxes

The Maximum Agreement Sum shown in Subparagraph 7.1.3 shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other State and local sales/use

Taxes on all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the provision of SaaS Services, to the extent applicable, calculated using rates effective as of the Effective Date. All California sales/use Taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County Indemnitees from, any and all such California and other State and local sales/use Taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County Indemnitees from, all applicable California and other State and local sales/use Tax on all other items provided by Contractor pursuant to this Agreement and shall pay such Tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title.

7.12 Out-of-Pocket Expenses

Contractor shall not be entitled for reimbursement of any expenditures for Contractor's staff transportation, meals, and lodging except to the extent expressly agreed in a Change Order, Change Notice or Amendment entered into following Final Acceptance for Phase II, with all such expenditures being in accordance with Los Angeles County Code Chapter 5.40 (Travel and Other Expenses). Contractor must obtain County Project Director's authorization in advance of incurring out-of-pocket expenses.

8.0 REPRESENTATIONS AND WARRANTIES

8.1 Authorization Warranty

Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.2 Performance of Services

Contractor represents and warrants the Services will be performed and the Deliverables developed in a professional and workmanlike manner in accordance with this Agreement and consistent with generally accepted industry standards and practices.

8.3 Licensed Software Warranty

Contractor represents and warrants that the Licensed Software will perform without Defects during the term of this Agreement. If the Licensed Software does not perform as warranted, Contractor will use its commercially reasonable efforts to cure the Defect in accordance with Exhibit K (Service Level Requirements).

8.4 Service Levels

Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the Licensed Software and/or Services (as applicable) shall achieve the service levels ("**Service Levels**") set forth in Exhibit K (Service Level Requirements).

8.5 Reserved

8.6 Disabling Device

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the PSAMS Solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the PSAMS Solution or any component to County or any user or which could alter, destroy, or inhibit the use of the PSAMS Solution or any component, or the data contained therein (in this Subparagraph, collectively, "**Disabling Device(s)**"), which could block access to or prevent the use of the PSAMS Solution or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any PSAMS Solution component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided PSAMS Solution component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the PSAMS Solution or Revisions thereto prior to the installation onto the PSAMS Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

8.7 Destructive Mechanism

Contractor represents and warrants that Contractor shall not invoke any destructive mechanisms as described in this Subparagraph 8.7 at any time, including upon expiration or termination of this Agreement for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by

County, in no event shall Contractor or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of the Chief Probation Officer or designee, whether or not the disablement is in connection with any dispute between the parties or otherwise. Contractor understands and acknowledges that a breach of this Subparagraph could cause substantial harm to County and to numerous third parties having business relationships with County.

8.8 Non-Infringement

Contractor represents and warrants to the best of Contractor's knowledge, the Licensed Software and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Licensed Software and Deliverables will not infringe the intellectual property rights of any third party. Provided Contractor is in full compliance with Subparagraph 20.2 (Intellectual Property Indemnification) of this Agreement, County's sole remedy for a breach of this warranty is set forth in Subparagraph 20.2 of this Agreement.

8.9 Pending Litigation

Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Specifications set forth in Exhibits A.1 (System Requirements – Phase I); A.2 System Requirements – Phase II); A.18 (LASD Integration Requirements); A.19 (CJIS – Charge Code Data Integration Requirements); A.27 (Third Party Products); A.29 (Court Report Forms – Phase I); A.30 (Letters and Notifications – Phase I); A.31 (Court Report Forms – Phase II) and A.32 (Letters and Notifications – Phase II) to the Statement of Work, and the Documentation.

8.10 Pass-Through of Warranties

Contractor hereby passes through to County all warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.

8.11 Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior

written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the PSAMS Solution in accordance with this Agreement. Notwithstanding the foregoing, County prior written consent in the event of an assignment, merger, or purchase of substantially all of Contractor's assets is required only as is set forth in Paragraph 14.0 (Assignment and Delegation/Mergers or Acquisitions). Contractor represents and warrants that this Agreement and the Licensed Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the PSAMS Solution without interruption subject to the terms of this Agreement. As of the date furnished, no statement contained in writing contains any untrue statements about the prior experience or corporate description of Contractor or omits any fact necessary to make such statement not misleading.

8.12 Remedies

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement will include, but not be limited to, the corrective measures and remedies provided in Exhibit K (Service Level Requirements) and the ability to terminate this Agreement for default in accordance with Subparagraph 15.2 (Termination for Default).

9.0 ADMINISTRATION OF AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

9.1 County Project Director

Responsibilities of the County Project Director include providing executive control, management, and oversight of the Agreement.

The County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is only authorized to obligate County as is specifically provided in this Agreement.

9.2 County Project Manager

The responsibilities of the County Project Manager include:

- meeting with the Contractor Project Manager on a regular basis;

- inspecting any and all Tasks, Deliverables, goods, Services, or other work provided by or on behalf of the Contractor; and

- overseeing the day-to-day administration of this Agreement.

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.

9.3 County's Contract Manager

The role of the County's Contract Manager may include:

- Coordinating with the Contractor and ensuring the Contractor's performance of the Agreement; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby; and

- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Agreement be relieved, excused or limited thereby.

9.4 County's Contract Monitor

The County's Contract Monitor is responsible for the monitoring of the Agreement and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County Project Manager.

10.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

10.1 Contractor's Staff

10.1.1 The Contractor shall have a Project Director and Project Manager pursuant to Section 2.3.1 (Roles and Responsibilities) of Exhibit A (Statement of Work).

10.1.2 The Contractor shall be responsible for providing competent staff to serve as Contractor Key Staff as described in Section 3.3.2 (Key Resources/Personnel) of Exhibit A (Statement of Work).

10.1.3 Contractor shall not employ any person under the age of twenty-one (21) years to perform work under this Agreement unless the Contractor receives written approval by the County Project Director.

10.2 Approval of Contractor's Staff

All Contractor staff must meet the applicable requirements under this Agreement. In the event any Contractor staff fail to perform in accordance with the terms of the Agreement, including but not limited to the services warranty and background check requirements hereunder, the County shall have the right to require Contractor to remove such staff.

10.2.1 In the event Contractor should desire to remove any Contractor Key Staff 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 or illness), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

10.2.2 Contractor shall promptly fill any vacancy in Contractor Key Staff that has been created for any reason with individuals having qualifications at least equivalent to those of Contractor Key Staff being replaced.

10.2.3 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 Staff 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.

10.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff under this Agreement with a photo identification badge, which shall be worn at all times when Contractor staff is on County premises. Contractor shall notify the County within one business day when staff is terminated from working under this Agreement.

10.4 Background and Security Investigations

Contractor has set forth on Exhibit O (Specified Contractor Roles) as of the Effective Date those roles of its staff who may have access to County Data. Background and security investigations must be conducted of the Contractor's staff filling the roles set forth in Exhibit O (Specified Contractor

Roles). If following the Effective Date additional roles of Contractor's staff or replacement staff may have access to County Data, background and security investigations must additionally be conducted of such staff. The cost of background checks is the responsibility of the Contractor. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 10.4.1 through 10.4.5 of this Agreement. Contractor shall report, in writing, in the event Contractor discovers non-compliance with this Subparagraph 10.4. Elements of the monitoring report shall receive prior written approval from the County.

10.4.1 The Contractor shall submit the names of the Contractor's or Subcontractor's employees or agents required to have a background and security investigation pursuant to this Subparagraph 10.4 to the County Project Manager specified in Exhibit E (County's Administration) prior to the employee or agent commencing work on this Agreement, by using the Background Request Forms attached hereto as Exhibit P, as well as a completed Contract Background Application (also attached as Exhibit P) for each such employee and agent. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of such employees and agents. County shall have the right to conduct background investigations of such employees and agents prior to commencement of work under the Agreement. Such employees and agents fully consent and agree to County's background investigations and shall not begin work on this Agreement before receiving written notification of clearance from the County. For the avoidance of doubt, employees and agents of Contractor's cloud service provider for Hosting Services are not required to have a background and security investigation pursuant to this Subparagraph 10.4 unless such employees and agents are filling the roles set forth in Exhibit O (Specified Contractor Roles).

10.4.2 No personnel employed by the Contractor or Subcontractor for this service having access to County Data shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for work under this Agreement is approved in writing by the County.

10.4.3 No Contractor or Subcontractor staff providing work under this Agreement shall be on active probation or parole.

10.4.4 The Contractor or Subcontractor staff performing work under this Agreement shall be under a continuing obligation to disclose any

prior or subsequent criminal conviction record or any pending criminal trial to the County.

10.4.5 Because the County is charged by the State for checking the criminal records of the Contractor's or Subcontractor's employees and agents; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars ($49.00) per record check, which is subject to change by the State.

10.5 Employment Eligibility Verification

10.5.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

10.5.2 The Contractor shall indemnify, defend, and hold harmless, the County Indemnitees from employer sanctions and any other liability which may be assessed against the 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 under this Agreement.

11.0 CONFIDENTIALITY

11.1 General Confidentiality Obligation

Each party shall protect, secure, and keep confidential records, materials, documents, data, and/or other sensitive information, including without limitation Personal Information; Personally Identifiable Information; information relating to County's constituents, Users, partners, or personnel; juvenile and adult criminal history information and other records; Probation case information; other County Data; and any other sensitive data, records and information received, obtained and/or produced under the provisions of this Agreement ("**Confidential Information**") in accordance with this Agreement and with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

11.2 Nature of Confidential Information

Contractor agrees that all of County's Confidential Information will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary". Notwithstanding the foregoing or Subparagraph 11.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the either party; (b) a party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to that party; and/or (c) is independently developed by a party without use of the other party's Confidential Information.

11.3 Required Actions Regarding County's Confidential Information

11.3.1 The Contractor shall restrict access to the County's Confidential Information only to its officers, employees, agents and Subcontractors who need the County's Confidential Information to perform official duties under the Agreement. The Contractor shall inform all of its officers, employees, agents and Subcontractors providing Services hereunder of the confidentiality provisions of this Agreement. Contractor shall cause each employee and non-employee performing Services covered by this Agreement to sign and adhere to written confidentiality obligations. Contractor shall sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement). The Contractor shall be responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which the Contractor discloses the Confidential Information of the County.

11.3.2 The Contractor shall: (a) not use the County's Confidential Information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to the County a written notification regarding all requests for disclosure of any of County's Confidential Information made by any third party other than Contractor's officers, employees, agents, or Subcontractors with respect to which the Contractor shall have complied with Subparagraph 11.3.1; (c) not disclose, except as otherwise specifically permitted by the Agreement, any of County's Confidential Information to any person or organization other than the County without the County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return, destroy, or maintain all of County's Confidential Information in accordance with this Agreement.

11.3.3 Without limiting the generality of the preceding subparagraph, in the event the Contractor receives any court or administrative agency order, or service of process regarding any of County's Confidential Information, the Contractor shall promptly notify (to the

extent permitted by law) the County. Thereafter, the 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, the Contractor shall use commercially reasonable efforts to delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County shall have been given a reasonable opportunity to obtain such relief. Additionally, the Contractor shall promptly notify the County of any improper action with respect to the County's Confidential Information that comes to the Contractor's attention.

11.4 Confidentiality of Adult and Juvenile Records

11.4.1 By State law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except to those authorized employees of the County and law enforcement agencies.

11.4.2 The Contractor's staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff shall be given copies of all cited code sections, and a Criminal Offender Record Information ("**CORI**") form to sign, as provided in Exhibit L (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County Project Manager as indicated on Exhibit E (County's Administration) within five (5) business days of start of employment. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor shall provide such staff with a copies of all cited code sections and obtain a signed CORI form from such staff.

11.4.3 The Contractor agrees to inform all of its employees, agents, Subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

11.5 CJIS Security Policy and Addendum

Contractor shall comply with the provisions of the CJIS Security Policy, as amended from time to time, in the performance of all Services under this Agreement. Contractor shall provide to each member of its staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff with a copy of the CJIS Security Policy and the Federal Bureau of Investigation Criminal Justice Information Services

Security Addendum attached hereto as Exhibit M. Additionally, Contractor shall obtain a signed Certification also attached hereto as Exhibit M from each such staff member and provide the same to County Contract Manager prior to such staff member performing work under this Agreement. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor shall provide such staff with a copy of the CJIS Security Policy and the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, obtain a signed Certification from each such staff member, and provide the same to County Contract Manager prior to such staff member performing work under this Agreement.

11.6 CLETS Private Contractor Management Control Agreement and CLETS Employee/Volunteer Statement

The PSAMS Solution have access to California Law Enforcement Telecommunications System (in this Subparagraph 11.6, "**CLETS**"), and in order for Contractor to be allowed access to CLETS, County must obtain from Contractor a fully-executed CLETS Private Contractor Management Control Agreement attached hereto as Exhibit N. Additionally, Contractor must obtain from each member of its staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff, a signed CLETS Employee/Volunteer Statement, also attached hereto as Exhibit N, prior to such staff member performing work under this Agreement. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor must obtain a signed CLETS Employee/Volunteer Statement from each such staff member. Contractor shall provide County Contract Manager with its fully executed CLETS Private Contractor Management Control Agreement on or before the Effective Date and each signed CLETS Employee/Volunteer Statement prior to the applicable staff member performing work under this Agreement.

11.7 Intentionally Omitted.

11.8 Non-Exclusive Equitable Remedy

The parties acknowledge that due to the unique nature of the Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the non-breaching party, and therefore, that upon any such breach or any threat thereof, the non-breaching party may be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

11.9 Personally Identifiable Information

In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and clients and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable State and Federal laws, rules, and regulations for the sole purpose of performing the Services.

11.9.1 Treatment of Personally Identifiable Information

Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of this Paragraph 11.0 of the Agreement, during the term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with this Agreement and all applicable State and Federal laws, rules, and regulations.

11.9.2 Retention of Personally Identifiable Information

Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase at County’s option all originals and copies of such PII in accordance with this Paragraph 11.0 (Confidentiality).

11.10 Publicity

The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.

The 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 Subparagraph 11.10 shall apply.

11.11 Public Records Act

11.11.1 Any documents submitted by the Contractor to the County in connection with this Agreement shall be subject to disclosure pursuant to the California Government Code Section 6250 et seq. (Public Records Act).

11.11.2 The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those appropriately marked pursuant to the Public Records Act, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

11.11.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County Indemnitees from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

11.12 Information Security and Privacy Requirements

Without limiting this Paragraph 11.0, Contractor, its officers, employees, Subcontractors, agents, and the PSAMS Solution, as applicable, shall, at all times, during the term of this Agreement, comply with Exhibit J (Information Security and Privacy Requirements Exhibit). Prior to the Effective Date, Contractor completed and delivered to County (a) the SaaS Security & Privacy Assessment, file dated November 5, 2020 and (b) the Cyber Liability Insurance Assessment Matrix, file dated July 13, 2021 (collectively referred to in this Subparagraph 11.12, "**Current Security Assessments**"). Contractor represents and warrants that all responses contained in the Current Security Assessments are true and correct as of the Effective Date.

11.13 Material Breach

Any breach of this Paragraph 11.0 by Contractor shall constitute a material breach of this Agreement and be grounds for termination of this Agreement pursuant to the applicable provisions of Subparagraph 15.2 (Termination for Default) of this Agreement.

12.0 CHANGE TO AGREEMENT

No representatives of either County or Contractor, including those named in this Agreement, are authorized to make any changes in and of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 12.0 (Change to Agreement) or as expressly provided elsewhere in this Agreement.

12.1 Amendment

12.1.1 County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement through execution of an Amendment. To implement any change to the Services or to change any provisions of this Agreement, an Amendment to the Agreement shall be prepared, agreed to by the parties, and executed by the authorized representatives of Contractor and County. All such changes shall be accomplished only as provided in this Paragraph 12.0 (Change to Agreement).

12.1.2 Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, Maximum Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared, agreed to by the parties, and executed by an authorized representative of Contractor and County.

12.1.3 The County's Board of Supervisors or Chief Executive Officer or such person's 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 County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared, agreed to by the parties, and executed by an authorized representative of Contractor and by the Chief Probation Officer or such person's designee.

12.1.4 The Chief Probation Officer or such person's designee may, at his or her sole discretion, authorize extensions of time as defined in Paragraph 6.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by an authorized representative of Contractor and by the Chief Probation Officer or such person's designee.

12.2 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by an authorized representative of Contractor and County Project Director or designee.

12.3 Change Order

For any change using Pool Dollars, a written change order ("**Change Orders**") may be prepared and executed by an authorized representative of Contractor and County Project Director or designee. For any Optional Work requested by County, a Change Order shall be prepared as described in Subparagraph 4.5 (Optional Work) using the Change Order Form attached to Exhibit A (Statement of Work) as Exhibit A.25 (Change Order Form), and executed by each of: (a) the County Project Director or designee, and (b) Contractor's authorized representative(s). County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.

13.0 SUBCONTRACTING

13.1 The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement. As of the Effective Date, County approves of Contractor's use of Amazon Web Services, Inc. (Contractor's current cloud service provider for Hosting Services), as a Subcontractor hereunder for all purposes under this Paragraph 13.0.

13.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request**:**

- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

13.3 The Contractor shall indemnify and hold the County Indemnitees harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

13.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

13.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

13.6 The Chief Probation Officer or such person's designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

13.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

13.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the address for insurance information indicated on Exhibit E (County's Administration) before any Subcontractor employee may perform any work hereunder.

14.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

14.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

14.2 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(s), 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 applicable provisions of this Agreement, which consent shall not be unreasonably withheld or delayed.

14.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, which approval shall not be unreasonably withheld or delayed, shall be a material breach of the Agreement which may result in the termination of this 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.

14.4 Notwithstanding anything to the contrary in this Paragraph 14.0, in the event Contractor is legally prohibited from notifying the County in advance of consummation of a merger, consolidation, or purchase of all or substantially all of Contractor's assets, then Contractor may, without the prior written consent of County, assign this Agreement in its entirety to the surviving entity of any such merger or consolidation or purchaser of substantially all of Contractor's assets, provided the assignee (a) agrees in writing to be bound by this Agreement; (b) Contractor notifies County of the transaction as soon as legally permitted to do so; and (c) includes with such notification sufficient information on the surviving entity/purchaser so that the County can evaluate the ability of such surviving entity/purchaser to perform as Contractor's successor under this Agreement. Following an acquisition or merger that takes place pursuant to Paragraph 14.0 of this Agreement, and in the event County elects to terminate this Agreement for convenience, County will not be required to pay the Start-Up Costs set forth in Subparagraph 15.1.2 of this Agreement.

15.0 TERMINATION

15.1 Termination for Convenience

15.1.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole

discretion, to be in its best interest. In the event of such a termination, the County will be responsible for payment to Contractor for all Services delivered in accordance with this Agreement (without duplication of the amounts owed pursuant to Subparagraph 15.1.2 below) and all expenses incurred in accordance with Subparagraph 7.12 (Out-of-Pocket Expenses) of this Agreement up through the effective date of termination. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

15.1.2 Contractor is required to incur significant start-up costs associated with infrastructure and allocation of resources (in this Subparagraph 15.1.2, "**Start-Up Costs**") that Contractor spreads out over the first 36 months of the Initial Term. Therefore, if County terminates this Agreement for convenience within the first 36 months following the Effective Date (in this Subparagraph 15.1.2, "**Start-Up Period**"), County shall pay Contractor the following early termination fees as an agreed-upon compensation for Contractor's Start-Up Costs:

(a) If County terminates during the first 12 months of Start-Up Period, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the Start-Up Period;

(b) If County terminates during months 13 through 24 of the Start-Up Period, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the Start-Up Period; and

(c) If County terminates during months 25 through 36 of the Start-Up Period, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the Start-Up Period.

15.2 Termination for Default

15.2.1 The County may, by written notice to the Contractor, terminate the whole or any party of this Agreement, if, in the judgment of the Chief Probation Officer:

(a) Contractor has materially breached this Agreement and fails to cure such breach within thirty (30) calendar days (or such longer period as the County may authorize in writing) after

receipt of written notice from the County specifying such breach; or

(b) Contractor fails to timely provide in accordance with the Project Schedule (and subject to any delay notices provided under Subparagraph 24.16 (Notice of Delays)) and/or fails to perform any task, Deliverable, Service, or other Professional Services required under this Agreement in accordance with the Statement of Work, including any Acceptance Criteria, and fails to cure such failure within thirty (30) calendar days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or

15.2.2 Notwithstanding Subparagraph 15.2.1, if the County determines in its reasonable discretion that a default subject to Section 15.2.1(a) by its nature cannot be cured, then no cure period provided for in Section 15.2.1(a) shall apply and the County may immediately terminate upon providing written notice under Section 15.2.1.

15.2.3 In the event that the County terminates this Agreement in whole or in part as provided in this Subparagraph 15.2, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.

15.2.4 If, after the County has given notice of termination under the provisions of this Subparagraph 15.2, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 15.2, or that the default was excusable under the provisions of this Subparagraph 15.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 15.1 (Termination for Convenience).

15.2.5 The rights and remedies of the County provided in this Subparagraph 15.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.3 Termination for Improper Consideration

15.3.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment

with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

15.3.2 The 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 (800) 544-6861.

15.3.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

15.4 Termination for Insolvency

15.4.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

15.4.2 The rights and remedies of the County provided in this Subparagraph 15.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.5 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this

Agreement in the 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. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date, and County shall pay Contractor for all Services delivered in accordance with this Agreement through the effective date of such termination, as well as and all expenses incurred in accordance with Subparagraph 7.12 (Out-of-Pocket Expenses) up through the effective date of termination.

15.6 Effect of Termination

15.6.1 In the event County terminates this Agreement in whole or in part as provided hereunder or upon the expiration of the Agreement, as applicable, then, unless otherwise specified by County in writing:

1. Contractor shall continue the performance of this Agreement to the extent not terminated.

2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a medium reasonably requested by County.

3. County will pay to Contractor all sums due and payable to Contractor for Services performed in accordance with this Agreement through the effective date of such expiration or termination (prorated as appropriate).

4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid SaaS Fees, if applicable, subject to subparagraph 15.1.2.

5. Within thirty (30) Days of notification of termination of this Agreement, the Contractor shall provide County with a complete, portable, and secure copy of all County Data, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a mutually agreed upon format.

6. Contractor shall return, destroy, or maintain County's Confidential Information strictly in accordance with Paragraph 11.0 (Confidentiality).

15.6.2 Notwithstanding the foregoing, upon termination for default pursuant to Subparagraph 15.2 (Termination for Default) during Implementation Services, Contractor shall be paid by County for all work Accepted by County through the effective date of termination, and County will return to Contractor all products of such terminated Implementation Services that have not been Accepted by County through the effective date of termination, subject to the following: (a) County's license rights hereunder that by their terms continue beyond the effective date of termination; (b) Contractor's provision of Transition Services under Subparagraph 15.7 (Termination Transition Services); and (c) continued use as needed to maintain operations, and otherwise mitigate damages during an orderly transition to alternative services.

15.6.3 Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

15.6.4 Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, in accordance with the mutually agreed upon scope, toward the end that there be no interruption of County's day to day operations due to the unavailability of the PSAMS Solution during such transition, as provided in Subparagraph 15.7 (Termination Transition Services).

15.7 Termination Transition Services

15.7.1 For ninety (90) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (in this Subparagraph, "**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format agreed to pursuant to Subparagraph 15.6.1.5 of this Agreement. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

15.7.2 Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition PSAMS Solution operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using

the applicable Hourly Rates set forth on Exhibit B (Pricing Schedule). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Subparagraph 15.7 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 15.7 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

15.7.3 It is understood and agreed by the parties if as a part of Transition Services, Contractor is required to work with a County-designated third party in transitioning County Data or PSAMS Solution operations, then Contractor may require the third party to enter into a non-disclosure agreement in order to protect Contractor's intellectual property.

16.0 COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. All activities under this Agreement conducted at County facilities shall be carried out in a manner consistent with County, State, and Federal mandates and guidelines related to the coronavirus disease 2019 (COVID-19).

17.0 [INTENTIONALLY OMITTED]

18.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the 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 of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the

corrective action measures, the County may terminate this Agreement or exercise other rights and remedies as specified in this Agreement.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

19.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

19.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

19.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

19.4 Contractor Hearing Board

19.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

19.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

19.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

19.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

19.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

19.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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.

19.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

20.0 INDEMNIFICATION; LIMITATION OF LIABILITY; DISCLAIMER; AND EXCLUSION OF CERTAIN DAMAGES

20.1 General Indemnification

20.1.1 Contractor shall indemnify, defend and hold harmless County, its special districts, elected and appointed officers, employees, agents and volunteers (collectively, "**County Indemnitees**") from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or relating to Contractor's acts and/or omissions under this Agreement.

20.1.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 20 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the precedent sentence, County shall have the right to participate in any such defense at its sole cost and expense. Nothing herein shall be construed as a waiver of County's sovereign immunity.

20.2 Intellectual Property Indemnification

20.2.1 Contractor shall indemnify, defend, and hold harmless the County Indemnitees from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Licensed Software.

20.2.2 Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 20.2 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

20.2.3 County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim.

20.2.4 Contractor will pay the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.

20.2.5 Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from (i) County's use of a previous version of the Licensed Software, and the claim would have been avoided had County used the current version of the Licensed Software; (ii) County's combining the Licensed Software with devices or products not intended or approved by Contractor; (iii) use of the Licensed Software in applications, business environments or processes for which the Licensed Software was not designed or contemplated, and where use of the Licensed Software outside such application, environment or business process would not have given rise to the claim; (iv) corrections, modifications, alterations or enhancements that County made to the Licensed Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement; (v) use of the Licensed Software by any person or entity other than as permitted under this Agreement; or (vi) subject to Contractor's remedial measures, County's willful infringement, including continued use of Contractor's infringing Licensed Software after being notified by Contractor that such infringing Licensed Software is, or is likely to become, the subject of a third-party claim.

20.2.6 Contractor shall, at its option and at no cost to County, as remedial measures: (i) disable without delay, the affected software component, as applicable; and either (ii) procure the right, by license or otherwise, for County to continue to use the Licensed Software or affected component(s) thereof to the same extent of County's access rights under this Agreement; or (iii) replace or modify the Licensed Software or component(s) thereof with another software or component(s) of at least equivalent quality and

performance capabilities, as mutually determined by County and Contractor, until the Licensed Software and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Subparagraph 20.2 ("**Remedial Act(s)**").

20.2.7 Provided Contractor is in full compliance with this Subparagraph 20.2, the foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Subparagraph 20.2.

20.2.8 Failure by Contractor to provide and complete the Remedial Acts described in Subparagraph 20.2 shall constitute a material breach of this Agreement, upon which County may terminate this Agreement for default pursuant to Subparagraph 15.2 (Termination for Default).

20.3 LIMITATION OF LIABILITY; DISCLAIMER; AND EXCLUSION OF CERTAIN DAMAGES

20.3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CLAIMS RELATED TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND EITHER PARTY'S OBLIGATIONS UNDER PARAGRAPH 11.0 (CONFIDENTIALITY), EACH PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED (A) DURING THE INITIAL TERM, TWO (2) TIMES THE AMOUNTS SET FORTH ON EXHIBIT B (PRICING SCHEDULE) FOR DELIVERABLES AND SAAS FEES FOR THE INITIAL TERM PLUS ALL AMOUNTS ALLOCATED TO A CHANGE ORDER FOR OPTIONAL WORK DURING THE INITIAL TERM, AND (B) DURING EACH OPTION TERM, TWO (2) TIMES THE SAAS FEES FOR THE OPTION TERM PLUS ALL AMOUNTS ALLOCATED TO CHANGE ORDERS FOR OPTIONAL WORK DURING THE OPTION TERM.

20.3.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR CLAIMS RELATED TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND EITHER PARTY'S OBLIGATIONS UNDER PARAGRAPH 11.0

(CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT,OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

20.3.3 EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 21.0 (General Provisions for All Insurance Coverage) and 22.0 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (in this Paragraph .0, the "**Required Insurance**") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

21.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfying the terms of this Agreement, and a copy of an Additional Insured endorsement or blanket policy language confirming County and its Agents (defined below) have been given Additional Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Agreement.

- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates or as soon as reasonably possible following a policy renewal. The County reserves the right to obtain copies of relevant portions of Contractor's insurance policies at any time a claim is disputed or denied.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any County required endorsement forms. At County's request, Contractor will separately disclose to County the deductible it carries on Required Insurance.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements shall be sent to the address for insurance information indicated on Exhibit E (County's Administration).

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

21.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "**County and its Agents**") shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

21.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement upon which the County may suspend or terminate this Agreement.

21.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement.

21.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

21.6 Contractor's Insurance Shall Be Primary

Contractor's Commercial General Liability, Automobile Liability, and Cyber Liability insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor and any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to such Contractor coverage.

21.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under Commercial General Liability and Automobile Liability for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

21.8 Subcontractor Insurance Coverage Requirements

Except for Contractor's cloud service provider for Hosting Services, Contractor shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name Contractor as additional insureds on the Subcontractor's General Liability policy. Additionally, Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

21.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. Contractor warrants that it is financially capable of satisfying its deductibles.

21.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

21.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

21.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

21.13 Alternative Risk Financing Programs

The County reserves the right to review Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

21.14 County Review and Approval of Insurance Requirements

The County reserves the right to review the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Adjustments if any will be accomplished pursuant to an Amendment under and in accordance with this Agreement.

22.0 INSURANCE COVERAGE

22.1 Commercial General Liability

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

22.2 Automobile Liability

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a combined single limit of $1 million. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

22.3 Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of $1 million per accident for bodily injury by accident; $1,000,000 for bodily injury by disease each employee; $1,000,000 for bodily injury by disease policy aggregate. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

22.4 Technology Errors and Omissions

Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of $15 million per occurrence and in the aggregate. For the purposes of this Subparagraph, the term "technology services" means (1) systems analysis, (2) software programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems analysis, design, implementation, and integration, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.

22.5 Cyber Liability

Cyber Liability insurance with limits of $15 million per occurrence and in the aggregate, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption. Also without limiting Paragraph 21.0 (General Provisions for All Insurance Coverage), the procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

22.6 Tiered Policy

The insurance coverage required in Technology Errors and Omissions and Cyber Liability may be met with one policy, provided that such policy (a) includes all coverage outlined in each such paragraph; and (b) Technology Errors & Omissions insurance shall not include any exclusions for electronic media.

23.0 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

23.1 Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 23.0 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the "**Dispute Resolution Procedure**"). Time is of the essence in the resolution of disputes.

23.2 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 which the parties agree should be delayed as a result of such dispute.

23.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

23.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

23.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president of its Courts and Justice Division and the Chief Probation Officer. These persons shall have ten (10) days to attempt to resolve the dispute.

23.6 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 this Agreement and/or its rights and remedies as provided by law.

23.7 All disputes utilizing this 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 this Paragraph 23.0 (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.

23.8 Notwithstanding any other provision of this Agreement, either party's right to seek injunctive relief to enforce the provisions of Paragraph 11.0 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of each party's rights and shall not be deemed to impair any claims that either party may have against the other party or either party's rights to assert such claims after any such termination or such injunctive relief has been obtained.

23.9 Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement.

24.0 GENERAL TERMS

24.1 Compliance with Civil Rights Law

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

24.2 Compliance with the County's Jury Service Program

24.2.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (in this Subparagraph 24.2, "**Jury Service Program**") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Service

Ordinance) and incorporated by reference into and made a part of this Agreement.

24.2.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the

Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

24.3 Conflict of Interest

24.3.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

24.3.2 The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the 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 subparagraph shall be a material breach of this Agreement.

24.4 Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List

Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, the 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 re-employment list during the life of this Agreement, and who are identified by County to Contractor timely in advance of Contractor's hiring efforts.

24.5 Consideration of Hiring Gain/Grow Participants

24.5.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform services set forth herein, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. The Contractor shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates. Failure to report job openings will not be considered a material breach of this Agreement.

24.5.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

24.6 Contractor's Acknowledgement of County's Commitment to The Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

24.7 Contractor's Warranty of Adherence to County's Child Support Compliance Program

24.7.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

24.7.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

24.8 Damage to County Facilities, Buildings or Grounds

24.8.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

24.8.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

24.9 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile and other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on Amendments, Change Notices, and Change Orders prepared pursuant to Paragraph 12.0 (Change to Agreement), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to

Amendments, Change Notices, and Change Orders to this Agreement, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile, non-electronic) transmission of “original” versions of such documents.

24.10 Fair Labor Standards

The Contractor shall indemnify, defend, and hold harmless the County Indemnitees from any and all third party liability for wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control and cooperate with Contractor in, the defense and any related settlement negotiations.

24.11 Force Majeure

24.11.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 24.11 as "force majeure events").

24.11.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “Subcontractor” and “Subcontractors” mean Subcontractors at any tier.

24.11.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if

applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

24.12 Governing Law, Jurisdiction, And Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the State and Federal courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in a State or Federal court in the County of Los Angeles.

24.13 Independent Contractor Status

24.13.1 This Agreement is by and between the County and the 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 the County and the 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.

24.13.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The 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 the Contractor.

24.13.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The 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 the Contractor pursuant to this Agreement.

24.13.4 The Contractor shall adhere to the provisions stated in Paragraph 11.0 (Confidentiality).

24.14 Nondiscrimination and Affirmative Action

24.14.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

24.14.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

24.14.3 The 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, physical or mental disability, marital status, or political affiliation, 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.

24.14.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

24.14.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

24.14.6 The Contractor shall allow County representatives access to the Contractor's employment records pursuant to a legally required audit during regular business hours to verify compliance with the provisions of this Subparagraph 24.14 when so requested by the County.

24.14.7 If the County finds that any provisions of this Subparagraph 24.14 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

24.14.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as damages in lieu of terminating or suspending this Agreement.

24.15 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

24.16 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any situation is delaying the timely performance of this Agreement, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party. All notices under this Subparagraph 24.16 may be submitted by Contractor or by County via e-mail at the applicable addresses shown in Exhibits E (County's Administration) and F (Contractor's Administration).

24.17 Notice to Employees Regarding the Federal Earned Income Credit

The 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 requirements set forth in Internal Revenue Service Notice No. 1015.

24.18 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees who are located within the County of Los Angeles, and shall require each Subcontractor (other than Contractor's cloud service provider for Hosting Services) to notify and provide to its employees who are located within the County of Los Angeles, 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 set forth in Exhibit I (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet for printing purposes.

24.19 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration), and delivered as follows: (a) hand delivered with signed receipt; (b) mailed by first class registered or certified mail, postage prepaid; or (c) by e-mail or facsimile transmission followed within three (3) days by a confirmation copy mailed by first class registered or certified mail, postage prepaid. Notices shall be 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, or on the date of e-mail or facsimile transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

24.20 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

24.21 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 this Agreement.

24.22 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 24.7 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this

Agreement pursuant to Subparagraph 15.2 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

24.23 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion immediately terminate or suspend this Agreement.

24.24 Validity

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 thereby.

24.25 Waiver

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 24.25 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

24.26 Warranty Against Contingent Fees

24.26.1 The 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 the Contractor for the purpose of securing business.

24.26.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24.27 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

24.28 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 24.27 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

24.29 Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

24.30 Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking. If Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor's staff

pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

24.31 County's Policy on Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

24.32 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

24.33 Headings

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

25.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Licensed Software and Intellectual Property)

Subparagraph 5.6.3

Subparagraph 7.2 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Subparagraph 7.10 (Record Retention and Inspection/Audit Settlement)

Subparagraph 8.12 (Remedies)

Subparagraph 10.5.2

Paragraph 11.0 (Confidentiality)

Paragraph 12.0 (Change to Agreement)

Subparagraph 13.3

Paragraph 14.0 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 15.0 (Termination)

Paragraph 20.0 (Indemnification; Limitation of Liability; Disclaimer; and Exclusion of Certain Damages)

Paragraph 21.0 (General Provisions for All Insurance Coverage)

Paragraph 22.0 (Insurance Coverage)

Paragraph 23.0 (Dispute Resolution Procedure)

Subparagraph 24.10 (Fair Labor Standards)

Subparagraph 24.11 (Force Majeure)

Subparagraph 24.12 (Governing Law, Jurisdiction, and Venue)

Subparagraph 24.19 (Notices)

Subparagraph 24.24 (Validity)

Subparagraph 24.25 (Waiver)

Subparagraph 25.0 (Survival)

IN WITNESS WHEREOF, Contractor has executed this Agreement or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of said Board, as of the day, month, and year first above written.

CONTRACTOR:
TYLER TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:
Rodrigo A. Castro-Silva
County Counsel

By: _____
Michael D. Owens
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

(PSAMS)

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1.0 INTRODUCTION

This Exhibit A (Statement of Work) (together with all attachments hereto, "Statement of Work" or "SOW") is attached to and forms a part of that certain Agreement for Pretrial Services Assessments and Monitoring System (as further defined in the Agreement "PSAMS Solution"), dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the "Agreement"), between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and Tyler Technologies, Inc ("Contractor"). Capitalized terms used herein without definition in this SOW or in Exhibit A.26 (Abbreviations and Acronyms) attached to this SOW have the meanings given to such terms in the Agreement.

The Probation Pretrial Services Bureau (PSB) currently relies on two older, expensive to operate and maintain, and inflexible case management systems for workflow, information support, and record retention. The mainframe-based Own Recognizance Management System (ORMS) and the Visual FoxPro-based Probation-Pretrial+ System (PPT+) operate on technology that is decades old, difficult to maintain, and not readily modified to support new changing business requirements. In addition, PSB has a supplemental court report generating system called the Pretrial Services Court Report Portal (PSCRP), that is used to collect and store defendant interviews, Criminal Court Assessment Tool (C-CAT) risk assessments, and Own Recognizance Program's court reports. The Current Systems Flow Diagram is attached to this Statement of Work as Exhibit A.3 (Current Systems Flow Diagram)

The PSAMS Solution will be implemented as a secure, cloud-hosted, web-based system using Contractor's Tyler Supervision technology platform to replace the ORMS, PPT+, and PSCRP. The PSAMS Solution will provide a modern, flexible system that meets all functional, technical, and business requirements set forth in Exhibit A.1 (System Requirements – Phase I) and Exhibit A.2 (System Requirements – Phase II) attached to this Statement of Work and addresses current needs and provides support for the business processes, including but not limited to as described in Exhibits A.4 through A.17 attached to this Statement of Work. Additionally, all the PSCRP data also needs to be migrated along with ORMS and PPT + data requirements as described in Exhibits A.1(System Requirements – Phase I), Exhibit A. 2 (System Requirements – Phase II), A.20 (PSAMS Data Elements), A.21(Tables for Migration – Phase I), and A.22 (Tables for Migration – Phase II)

attached to this Statement of Work. The PSAMS Solution will also provide court report forms as described in Exhibit A.29 (Court Report Forms – Phase I) and Exhibit A.31 (Court Report Forms – Phase II) and letters and notifications as described in Exhibit A.30 (Letters and Notifications – Phase I) and Exhibit A.32 (Letters and Notifications – Phase II).

Contractor shall perform, complete, and deliver all work, however denoted, as set forth in this SOW. Also defined herein are those tasks and subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and subtasks and provide all Deliverables as defined herein.

Unless specified otherwise, Contractor shall be responsible for furnishing all personnel, facilities, equipment, material, supplies and support and management services and shall perform all functions necessary to satisfy the requirements of this SOW, the Specifications, and this Agreement generally. All Specifications, whether specifically referenced or not in this SOW, shall apply to Contractor's Deliverables under the Agreement.

2.0 SCOPE OF WORK

Contractor shall provide a "Software as a Service" (SaaS) solution that meets all the requirements in accordance with all the sections of this SOW and attachments, the Specifications, and this Agreement generally.

2.1 SCOPE OF SERVICES/ACTIVITIES

The scope of work is broken down into two phases, Phase I and Phase II and is further defined in this SOW and includes but is not limited to the following:

1. Implement PSAMS Solution that meets all the requirements as defined in Exhibit A.1 (System Requirements – Phase I), Exhibit A.2 (System Requirements – Phase II) and other applicable exhibits to this SOW.

2. Convert and migrate all the County Data required as specified in Exhibits A.1 (System Requirements – Phase I), Exhibit A.2 (System Requirements – Phase II) , Exhibit A.21 (Tables for Migration – Phase I), and A.22 (Tables for Migration – Phase II) to this SOW.

3. Provide Interfaces and other work to integrate the Licensed Software with other systems as defined in Exhibits A.1 (System

Requirements – Phase I), Exhibits A.2 (System Requirements – Phase II), A.18 (LASD Integration Requirements), and A.19 (CJIS – Charge Code Data Integration Requirements) to this SOW.

4. Meet and comply with the information security and privacy requirements as defined in this SOW, Exhibit J (Information Security and Privacy Requirements Exhibit) to the Agreement, and the Agreement generally.
5. Meet the timelines as defined in Exhibit C (PSAMS Project Timeline) to the Agreement and the Accepted Project Control Document (as updated from time to time in accordance with this SOW, the "PCD").
6. Complete and deliver all the tasks and Deliverables and perform all Services as defined in this SOW and Agreement.
7. The Contractor will utilize recognized project management toolsets to support the project such as:
    - Documentation
    - Communication
    - Shared file repositories such as SharePoint or MS Teams
    - Office 365
    - Reporting
    - Controlling and monitoring
8. Contractor shall provide and maintain the PCD as specified in the Subtask 3.1.1 (Develop Project Control Document).
9. Contractor shall provide the software licenses required for PSB personnel to perform the functions as defined in SOW exhibits, including the following:
    - PSAMS Solution
    - Any Third-Party Products, if any, included in PSAMS
    - Licenses required for the use of functionality provided by any Interfaces, Customizations, Enhancements, and/or Revisions
10. Contractor shall provide all Hosted Environment components including:
    - Production – Runs the latest code branch and primary environment for daily operations.

- Quality Assurance “QA” – QA is intended to simulate production. QA is the final stage of code before it is released to production. Data in QA is refreshed from production on a regular basis. Training and final User Acceptance Testing take place in this environment.
- Development “DEV” – Dev is intended for development of new features. Features that have passed testing are merged into the main dev code branch. The main dev code branch is pushed to QA after all testing is complete. The majority of County User Acceptance Testing is done in this environment.

11. Contractor shall provide Support Services and Hosting Services as described in this SOW, Exhibit K (Service Level Requirements) to the Agreement, and this Agreement generally.

The delivery of the PSAMS Solution will be made in two phases as outlined here:

Phase I

Phase I requires, without limitation, implementation of Tyler Supervision Adult Case Management.

1. Managing facts regarding cases on Electronic Monitoring for pretrial defendants & post-sentenced inmates.
2. Drug Court eligibility assessment.
3. Static 99R.
4. Civil Name Change.
5. Phase I requirements as specified in Exhibit A.1 (System Requirements – Phase I).
6. Data elements as specified in Exhibit A.20 (PSAMS Data Elements).
7. Data Migration of PPT+ system as specified in A.21 (Tables Migration – Phase I).
8. Court reports forms as specified in A.29 (Court Report Forms – Phase I).
9. Letters and notifications as specified in Exhibit A.30 (Letters and Notifications – Phase I)
10. Training.

Phase II

Phase II requires, without limitation, additional Configuration of Tyler Adult Case Management and implementation of Tyler Supervision Access, including reminders and check-ins.

1. Investigations (Bail Deviation and Own Recognizance).
2. Supervised Release Program (SRP).
3. Phase II requirements as specified in Exhibit A.2 (System Requirements – Phase II).
4. Interfaces as specified in Exhibit A.18 (LASD Integration Requirements) and in Exhibit A.19 (CJIS – Charge Code Data Integration Requirements).
5. Data Migration of ORMS and PSCRP systems as specified in Exhibit A.22(Tables Migration – Phase II).
6. Court reports and forms as specified in A.31 (Court Report Forms – Phase II).
7. Letters and notifications as specified in Exhibit A.32 (Letters and Notifications – Phase II)
8. Training.

2.2 WORKING PROCEDURES

Delivery of the PSAMS Solution under this Statement of Work is based on the following procedures:

Resources:

1. The Contractor shall assign resources who have the knowledge, adequate training, and experience to complete all the PSAMS Solution tasks timely.
2. Contractor shall collaborate and be available to meet with County resources to perform project activities to be identified in the PCD.
3. Contractor shall make necessary key resources available, by identifying alternative personnel with appropriate skills and background, even if the actual project start date or other interim project start and end dates have changed.

Data collection activities:

1. Contractor shall collaborate with County personnel who will provide data requested by Contractor necessary to complete this project,

answer questions, and provide relevant existing documentation requested by Contractor.

2. All data-collection, interviews, and workshops shall take place in person or via online collaboration tools as agreed by County and Contractor.

3. Except for meetings and workshops, to the extent that County and Contractor agree to conduct them in person, Contractor work activities will be performed at Contractor's own work locations.

4. Access to the County's Internet will be made available to Contractor staff at County designated locations for on-site project time.

Scope changes:

Any requests for additional functionalities or changes that are made by County outside of this SOW will be considered a change in scope and will be handled in accordance this Subparagraph 4.5 (Optional Work) of the Agreement, Paragraph 12 (Change to Agreement) to the Agreement, and the applicable executed Change Order.

2.3 PEOPLE RESOURCES

2.3.1 ROLES AND RESPONSIBILITIES

Roles and responsibilities of Contractor staff are as follows:

Table 1. Contractor Roles and Responsibilities

Contractor Roles	Contractor Responsibilities
Project Director (Contractor refers to this role as Executive Sponsor)	Ensure that Contractor's activities support County's project goals. Build and maintain a professional working relationship with County's executive sponsor and project team. Provide high-level oversight to the project and become involved should any issue resolution be necessary. Ensure that project deliverables are completed on time and meet County's and Contract's quality standards. Act as the primary point of contact for Contractor team. Work closely with County to ensure that Contractor is meeting its needs.

Contractor Roles	Contractor Responsibilities
Project Manager	Provide day to day oversight of project activities to support effective completion of tasks required to meet project timelines. Adjust project workloads to ensure that project timelines are met. Day to day quality management activities that ensure system performance. Ensure appropriate personnel are available to perform tasks required as defined in the project schedule. Engage in first level intervention required to resolve issues, risks, or conflicts, and acts as operational liaison between County and Contractor personnel. Conduct project oversight activities including status reporting, project documentation, weekly and monthly meetings, and any project presentations. Ensure that all training activities are performed to adequately prepare PSB personnel to use the solution effectively.
Implementation Consultant	Completes tasks as assigned by the Contractor's project manager(s). Documents activities for services performed by Contractor. Guides Los Angeles County through software validation process following configuration. Assists during Go-Live process and provides support until Los Angeles County transitions to Client Success. Facilitates training sessions and discussions with Los Angeles County and Contractor staff to ensure adequate discussion of the appropriate agenda topics during the allotted time. May provide conversion review and error resolution assistance.

Contractor Roles	Contractor Responsibilities
Software Engineering: Data Engineer-Consultant	Work with County project team to understand the data migration rules. Perform Data Migration tasks. Perform Data Migration testing as required. Set up the Data Migration environments.
Product Development: Developer	Perform Configuration of The PSAMS Solution. Perform any Customizations and Enhancements required to meet requirements set forth in Exhibit A.1 (System Requirements – Phase I) and A.2 (System Requirements – Phase II)to this SOW and other applicable exhibits to this SOW. Perform integration testing, system testing, and other types of testing as required.
Trainer	Provide training as defined in the training plan. Ensure that training adequately prepares PSB personnel to effectively use the solution. Develop any required training test material to verify that PSB personnel can effectively use the system. Develop training materials.
Software Support: Support Manager	Oversee Licensed Software support staff. Provide Support Services to the County on the PSAMS Solution as specified in Exhibit K (Service Level Requirements). Engage appropriate Contractor resources to resolve the Defects.
Software Support: Support Specialist	Resolve technical issues related to the PSAMS Solution. Respond to County inquiries and assist in analyzing and troubleshooting the Defects as required. Update required documentation or related information on the technical issues and Defects.

2.3.2 KEY RESOURCES/PERSONNEL

Contractor shall nominate the following staff as key personnel with the required skill set for the duration of this project:

Table 2. Contractor Key Resources Skills

Contractor Role	Minimum Skills/Experience
Project Director	Must have managed at least five solution implementations for organizations of similar size and complexity. Must have effective leadership, communication, and presentation skill.
Project Manager	At least four years of experience as a project manager leading projects of significant size and complexity, Project Management Professional preferred. Excellent communications and presentation skills. Self-starter, responsible, analytical, strong verbal and writing skills.
Implementation Consultant	Experience with configuring and implementing Tyler Supervision for Pretrial Departments. Excellent communication skills. Ability to translate business roles into workflows and processes in Tyler Supervision.
Data Engineer-Consultant	Experience as a data consultant. Experience in writing complex. Structured Query Language (SQL) and Transact-SQL. Experience in Microsoft SQL Server/Oracle-MySQL, Data Migration, and Data Analysis.
Developer	Experience in developing applications. Experience in developing web services. Experience in configuration, integration, custom reports, and testing.
Trainer	Experience in providing training Experience in developing training materials.
Support Manager	Experience in managing software support specialist staff. Experience providing software support to the customers as per the service level requirements.

Contractor Role	Minimum Skills/Experience
Support Specialist	Experience in supporting customers using Tyler Supervision remotely. Ability to analyze, support, troubleshoot, and work with engineering team to resolve the defects.

County Key Resources will consist of the following roles:

Table 3. County Key Resources

Project Role	Organization Role
County Project Director	Project Director, Information Systems Bureau, Probation Department
County Project Manager	Project Manager, Information Systems Bureau, Probation Department

2.4 PROJECT DOCUMENT DELIVERY

Contractor shall provide all documentation under this SOW to the County in electronic format compatible with the County's Microsoft Office Suite standards, delivered via e-mail (unless otherwise specified by the County Project Director), including but not limited to the following:

1. Status reports
2. Project plans
3. Project control updates, in accordance with Task 3.1 (Project Management)
4. Reports
5. Training material

2.5 PROJECT DELIVERABLE REVIEW

1. For each Deliverable, Contractor and County shall agree in advance on Acceptance Criteria, which Acceptance Criteria shall be documented using Exhibit A.33 (PSAMS Deliverable Expectation Document). The Acceptance Criteria for a Deliverable shall be updated as the parties mutually agree is warranted throughout the Deliverable development process.
2. When the draft document or other Deliverable is complete the Contractor Project Director shall submit the initial release

document/Deliverable to County Project Manager and County Project Director for review and comment.

3. County Project Manager and County Project Director will be responsible for distributing copies of the initial release document or making Deliverables available for internal review.
4. The PSAMS Core Project Team is responsible for consolidating all County personnel's comments and, if applicable, providing a clearly marked version of the draft document.
5. The PSAMS Core Project Team will review and return the consolidated comments to the Contractor Project Director, within time frame agreed upon by County and Contractor.
6. Contractor shall review and evaluate the consolidated comments and respond to them in writing, within time frame agreed upon by County and Contractor.
7. All comments provided by County personnel and Contractor's recommendations will be discussed and integrated into a final version of the document/Deliverable and delivered to the PSAMS Core Project Team within time frame agreed upon by County and Contractor.
8. All Deliverables require Contractor's submission of a completed Deliverable Acceptance Form as specified in Exhibit A.24 (Deliverable Acceptance Form) and are subject to Acceptance by County in accordance with this SOW and the Agreement. County Project Director shall indicate approval or disapproval of the Deliverable, and in the case of disapproval, shall describe the corrective action required.
9. Upon completion of the Deliverable and certification by Contractor and validation by the County that the Deliverable meets the agreed-upon Acceptance Criteria, County shall approve the Deliverable. Notwithstanding the foregoing, if in the County's reasonable judgment, the Deliverable nonetheless does not comply with Specifications or otherwise will not meet the County's business requirements because the Acceptance Criteria failed to adequately address these areas, County may withhold approval of the Deliverable. In such a case, Contractor and County shall work together to understand and resolve the County's concerns regarding the Deliverable. In the event that the Contractor and County Project Managers are unable to resolve the concerns, the matter shall be resolved through the Dispute Resolution

Procedures as specified in Paragraph 23.0 (Dispute Resolution Procedure) of the Agreement.

10. The PSAMS Solution will be Accepted as defined in the Task 3.2.8 (System Acceptance with Respect to Phase I for PSAMS Solution) and Task 3.3.8 (System Acceptance with Respect to Phase II for PSAMS Solution) for Phase I and Phase II respectively.

3.0 TASKS AND DELIVERABLES

Unless otherwise specified and as applicable, all tasks, subtasks, Deliverables, and Support Services and Hosting Services as described in this SOW shall be performed by Contractor and include the following major areas of responsibility:

- **Project Management and Planning**
- **Implementation Services** – Implementation of all requirements for the PSAMS Solution as set forth in the exhibits to this SOW, Configuration, integration, Data Migration, testing, training, and all other activities described in this SOW, all in the Phases described in this SOW.
- **Support Services –** Performance of Support Services for the PSAMS Solution.
- **Hosting Services** – Performance of Hosting Services for the PSAMS Solution.

All tasks, subtasks and Deliverables in this SOW shall be completed by the date specified in the SOW or as otherwise specified and agreed to in the Project Control Document (PCD).

As detailed in Exhibit B (Pricing Schedule), all Deliverables under this Statement of Work shall be provided on a fixed-price basis, with the following exceptions:

1. All Deliverables related to Data Migration subtasks as identified below in this Statement of Work shall be provided on the basis of the applicable Hourly Rates as specified in Exhibit B, Schedule B.4 – Professional Services, with the total cost not to exceed the amount specified in Exhibit B (Pricing Schedule).
2. All Deliverables related to Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration subtasks as identified below in this Statement of Work shall be provided on the basis of the applicable Hourly Rates as specified in

Exhibit B, Schedule B.4 – Professional Services, with the total cost not to exceed the amount specified in Exhibit B (Pricing Schedule).

3.1 PROJECT MANAGEMENT

Contractor shall execute formal project planning and project management practices to ensure that delivery of all goods and Services are of high quality, are delivered as per the project schedule, and that they meet the requirements set by this Agreement.

As a part of its project planning and project management Services, Contractor shall:

1. Apply requisite technical and management skills and techniques to manage all work.
2. Assure satisfactory and timely completion of project milestones.
3. Establish a project control and reporting system to provide routine and realistic assessments of the project progress.
4. Be available to communicate and provide Services to County project personnel during the hours of 8AM and 5PM Pacific Time on Business Days.

The Contractor shall perform such tasks through Final Acceptance of Phase II of the PSAMS Solution, in accordance with the approved Project Control Document's milestones and detailed Work Plan.

SUBTASK 3.1.1 - Develop Project Control Document

Contractor shall prepare a Project Control Document (PCD) within two weeks of the Effective Date of the Agreement. The PCD shall be updated and maintained until Final Acceptance of Phase II of the PSAMS Solution. Contractor shall update the Project Control Document (PCD) to reflect the work plan for Phase II within two weeks of being given notice to proceed with Phase II by the County. The PCD shall include, without limitation, the following elements:

1. **Introduction –** Summarizes the PCD and provides a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how Contractor will contribute to meet County's operational objectives.
2. **System description** – A brief statement describing the basic functionality and related components of the PSAMS Solution.

3. **Project scope** – Describes the overall scope and Deliverables of the project. Acts as a confirmation of project scope, phasing, training, and implementation objectives.

4. **Project approach** – Describes Contractor's overall approach to performing and providing all tasks, subtasks, Deliverables, and overall PSAMS Solution.

5. **Project organization, roles, and responsibilities** – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the PSAMS Core Project Team, Contractor's Key Staff, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.

6. **Project staffing and resource management Plan** – Contractor shall include as part of the project staffing and resource management plan a listing of the estimated number of onsite and offsite hours each project team member will spend on the project.

7. **Key assumptions** – Contractor shall include key assumptions used to develop the project approach and project staffing and resource management plan. Contractor shall list all relevant assumptions made in the development of the Project Schedule/Detailed Work Plan.

8. **Project Schedule/Detailed Work Plan** – Contractor shall provide a project schedule developed in a County-approved version of Microsoft Project, in conjunction with the work breakdown structure, a detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.

9. **Deliverables list** – In sequential order or numbered, a list of the Deliverables to be produced for each task and subtask, including a paragraph description of each.

10. **Milestone chart** – A list of key project milestones, including Deliverables, the target completion date and action completion date that is consistent with the Project Schedule/Detailed Work Plan.

11. **Communication Plan** – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks (e.g., status meetings, etc.), and the date and time of such tasks and subtasks.

12. **Testing approach** – A description of the quality assurance and quality control methodology and practices, and the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.

13. **Training approach** – A description of the training materials and methods, including the schedule of the training for each of the user roles along with the training evaluation.

14. **Risk management** – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.

15. **Issue escalation and dispute resolution procedures** – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for issue escalation, decision-making and conflict resolution, all consistent with the relevant Agreement provisions.

16. **Project change management** – A description of Contractor's existing methodology and change control process to propose, analyze, approve, and implement any changes to the project scope, schedule, and Deliverables, consistent with the relevant Agreement provisions.

17. **Deliverable Review Process** - Contractor shall specify the planned review cycle for each Deliverable in the PCD.

DELIVERABLE 3.1.1.1: Initial Project Control Document as specified in Subtask 3.1.1.

DELIVERABLE 3.1.1.2: Updates to the Project Control Document through Final Acceptance with respect to Phase II to reflect the progress of the project as specified in Subtask 3.1.1.

SUBTASK 3.1.2 - Provide Ongoing Project Management

To manage project activities and resources and to track project status and issues, Contractor shall:

1. Attend weekly project meetings with key project personnel. With the approval of the County Project Manager, meetings may be conducted by teleconference or online collaboration tools.

2. Prepare and provide weekly project status reports to the County Project Director. Project status reports shall include the following:

a. Summary – highlighting key accomplishments and issues

b. Tasks completed

c. Tasks delayed

d. Upcoming tasks

e. Risks and issues

f. Action items

g. Key decisions

h. Deliverable status

i. Regarding Deliverables that are billed on a not-to-exceed basis as specified in this Statement of Work and Exhibit B (Pricing Schedule), for each project status report applicable to the period in which Contractor has expended the total hours of effort on such Deliverables as outlined in this section below, Contractor shall additionally include a progress report on such Deliverables. Each progress report shall detail the hours spent by Contractor personnel on efforts for each of these Deliverables as permitted by this Statement of Work and the accomplishments and progress made toward completing them. A signed Acceptance Certificate for the applicable project status report is required in order for Contractor invoice for the applicable payment point for these Deliverables as specified in Exhibit B (Pricing Schedule).

    1. Deliverables related to Data Migration: (A) 350 total hours of effort, (B) 700 total hours of effort, (C) 1,150 total hours of effort, (D) 1,600 total hours of effort, and (E) upon completion of Deliverable 3.3.4.2 for Data Migration for Phase II, for a cumulative maximum or 2,100 hours for Data Migration.

    2. Deliverables related to Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration: (A) 570 total hours of effort, (B) 1,140 total hours of effort, (C) 1,710 total hours of effort, (D) 2,280 total hours of effort, and (E) upon completion of Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II, for a cumulative maximum or 2,850 hours for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration.

3. Attend project meetings with key project personnel through Final Acceptance for Phase II of the PSAMS Solution weekly, or as otherwise agreed by Contractor and County. With the approval of the County Project Manager, meetings may be conducted by teleconference or online collaboration tools.

4. Provide meeting minutes within one (1) day of the meeting, including a list of action items and a list of decisions made.

5. Attend meetings every other week with County Project Director until Final Acceptance for Phase II of the PSAMS Solution to include a review of recent project accomplishments, issues, risks, next steps, and any delayed tasks/Deliverables. Within 1 day of the meeting, provide meeting notes, including a list of action items and a list of decisions made.

DELIVERABLE 3.1.2.1: Weekly Project Status Reports as specified in Subtask 3.1.2.

DELIVERABLE 3.1.2.2: Weekly Project Meeting Minutes as specified in Subtask 3.1.2.

DELIVERABLE 3.1.2.3: Every Other Week County Project Director Meeting Minutes as specified in Subtask 3.1.2.

3.2 PHASE I - IMPLEMENTATION OF SOFTWARE AND TRAINING SERVICES FOR SPECIFIED PROGRAMS AND PRETRIAL FUNCTIONS

This section describes the tasks, subtasks, Deliverables, Implementation Services, and other work to be performed by Contractor for the PSAMS Solution Phase I.

3.2.1 REQUIREMENTS ELABORATION AND DESIGN SPECIFICATION – PHASE I

SUBTASK 3.2.1.1 – Requirements Elaboration

At the onset of the project, the Contractor shall conduct an agreed-upon number of training sessions for County project team members to provide a high-level system overview and prepare project team members for the requirements elaboration sessions. Contractor shall then conduct requirements elaboration sessions to review and confirm the requirements set forth in Exhibit A.1 (System Requirements – Phase I) and other applicable exhibits to this SOW to this SOW and elaborate additional detail as necessary to develop design specifications for Configuration and implementation of the PSAMS Solution for Phase I.

DELIVERABLE 3.2.1.1.1: An agreed upon number of training sessions to provide a high-level system overview and prepare project team members for requirements elaboration sessions as described in Subtask 3.2.1.1.

DELIVERABLE 3.2.1.1.2: Updated requirements document based on the requirements elaboration sessions. Upon Acceptance of this Deliverable, the updated requirements document, Exhibit A.1 (System Requirements – Phase I) to this SOW shall be automatically deemed to be updated to include the Accepted updated requirements document.

SUBTASK 3.2.1.2 – Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix to establish all requirements are fully addressed throughout the systems development lifecycle, to include, without limitation, all system design, development, configuration, testing, and implementation activities.

DELIVERABLE 3.2.1.2: Requirements Traceability Matrix as specified in Subtask 3.2.1.2.

3.2.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE I

The following subtasks pertain to system provisioning, configuration, and reporting for Phase I of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.2.4 – Custom Development, 3.2.2.5 – Letters and Notifications, 3.2.2.6 – Court Report Forms, and 3.2.2.7 – Reports, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.2.2.1 – System Provisioning and Infrastructure Configuration

The Contractor shall install, set up, and Configure the PSAMS Solution and all necessary infrastructure components to provide the Production, QA, and Dev Hosted Environments according to the Accepted design specifications document and Exhibit A.1 (System Requirements – Phase I) to this SOW. The provisioned Hosted Environments shall be hosted in a secure location within the continental United States on Amazon's AWS GovCloud (US).

Contractor shall document all PSAMS Solution and Hosted Environments that were provisioned, including server IP addresses, server ports, and URLs. Contractor shall provision Hosted Environments designed for scalability to respond automatically to load changes.

DELIVERABLE 3.2.2.1: Contractor shall demonstrate that the Hosted Environments have been provisioned and document all PSAMS Solution and Hosted Environments as specified in Subtask 3.2.2.1.

SUBTASK 3.2.2.2 – User Setup and Security

The Contractor shall provide secured access to the PSAMS Solution by delegating authentication and authorization to the County's Azure Active Directory (Azure AD). Contractor shall work with County to identify and document the tenant Configuration data necessary to enable Azure AD integration for each of the provisioned Hosted Environments.

The Contractor shall work with County to elaborate and document the requirements for role-based access to the PSAMS Solution for each of the provisioned Hosted Environments. The roles shall be mapped to the appropriate County User roles, as determined in the requirement elaboration sessions. Please refer to Exhibit A.23 (ORMS Profiles) to this SOW for the existing roles.

The Contractor shall Configure User accounts and User roles, establish system access, and enable system log-in and User auditing for each of the provisioned Hosted Environments.

DELIVERABLE 3.2.2.2.1: County Azure AD Configuration for each of the provisioned Hosted Environments as specified in Subtask 3.2.2.2.

DELIVERABLE 3.2.2.2.2: County's role-based User account access Configuration requirements gathered and documented for each of the provisioned Hosting Environments as specified in Subtask 3.2.2.2. Upon Acceptance the documented requirements automatically become part of the Specifications.

DELIVERABLE 3.2.2.2.3: Role-based User account access Configured per gathered and documented requirements for each of the provisioned Hosted Environments as specified in Subtask 3.2.2.2.

SUBTASK 3.2.2.3 – Collaborative System Configuration

Configuration of the Licensed Software is an iterative process over the course of implementation similar to an agile sprint process.

Configuration occurs through Contractor startup packet, Data Migration, and recurring sprint meetings, as described below.

At the beginning work on this subtask, the Contractor will provide the County with a startup packet, which collects most of the base Configuration settings. The County will complete the startup packet with expert assistance and guidance from the Contractor as needed. Upon receiving the completed startup packet the Contractor will apply the Configurations and review the changes with the County for approval.

The Contractor will work with the County to configure the Licensed Software as data are converted. Before data can be inserted into the database the Licensed Software needs to be Configured to support the data. The Contractor implementation team will work with the County to gather the Configuration settings. The County will be able to review and test the Configuration and Contractor will make any required changes during the recurring sprint meetings.

Contractor and County will collaborate on Configuration of the Licensed Software until they agree that the Licensed Software is fully and appropriately Configured to support Production Use.

DELIVERABLE 3.2.2.3: Contractor shall certify in writing that the Licensed Software is fully and appropriately Configured to support Production Use.

SUBTASK 3.2.2.4 – Custom Development

Contractor shall design, develop, and deliver features and functionality improvements (Enhancements) to the Licensed Software to meet the County's requirements as specified in Exhibit A.1 (System Requirements – Phase I) and otherwise in Specifications.

Contractor shall review the requirements with the County to confirm a mutual understanding of the requirements. Contractor shall then propose a design for the Enhancements to meet the County's requirements. Contractor shall document the design with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution. Upon agreement by the County that the proposed design meets the County's requirements, Contractor shall undertake development of the Enhancements. Contractor and County shall test the Enhancements and correct any software errors in accordance with Section 3.2.5 (System Testing and Defect Resolution) of this Exhibit.

DELIVERABLE 3.2.2.4.1: Contractor shall provide design documents with descriptions of the planned Enhancements, which may include,

without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution, all as described in Subtask 3.2.2.4.

DELIVERABLE 3.2.2.4.2: The Contractor shall demonstrate that the PSAMS Solution with respect to the Enhancements developed pursuant to Subtask 3.2.2.4 is working according to the Specifications, including, without limitation, as specified in in Exhibit A.1 (System Requirements – Phase I).

SUBTASK 3.2.2.5 – Letters and Notifications

Contractor shall provide the ability to generate letters and notifications as specified in Exhibit A.30 (Letters and Notifications– Phase I).

DELIVERABLE 3.2.2.5: Demonstration of the PSAMS Solution's ability to generate the letters and notifications as specified in Subtask 3.2.2.5.

SUBTASK 3.2.2.6 – Court Report Forms

Contractor shall produce six (6) court report forms as specified in Exhibit A.29 (Court Report Forms – Phase I) for this subtask. Additional court reports, if required by the County, will be provided as Optional Work under and in accordance with the Agreement. The County will provide templates for the reports in Microsoft Word .docx format.

DELIVERABLE 3.2.2.6: Demonstration of court reports as specified in Subtask 3.2.2.6.

SUBTASK 3.2.2.7 – Reports

Contractor shall provide all data reports required to satisfy the requirements specified in Exhibit A.1 (System Requirements – Phase I).

DELIVERABLE 3.2.2.7: Demonstration of reports as specified in Subtask 3.2.2.7.

SUBTASK 3.2.2.8 – Updated Requirements Traceability Matrix

Contractor shall update the Requirements Traceability Matrix to demonstrate that all system requirements are addressed through Deliverables under this section 3.2.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE I.

DELIVERABLE 3.2.2.8: Updated Requirements Traceability Matrix as specified in Subtask 3.2.2.8

3.2.3 DATA MIGRATION – PHASE I

The following subtasks pertain to Data Migration for Phase I of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.3.1 – Data Migration Plan for Phase I, and 3.2.3.2 – Data Migration and Validation for Phase I, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.2.3.1 – Data Migration Plan – Phase I

In a series of agile sprint meetings, the County will work with the Contractor on mapping fields, mapping lookup table values, and approving the converted data.

The Contractor will manage the conversion using their proprietary data conversion tool. All field mappings, lookup table mappings, and conversion settings will be managed and stored by the Contractor in this tool.

Contractor shall provide a Data Migration Plan that will describe how the Contractor will manage the process of Data Migration for PPT+ as specified in Exhibits A.1 (System Requirements – Phase I), A.20 (PSAMS Data Elements), and A.21 (Tables for Migration – Phase I) and as identified in the requirements elaboration session resulting in Deliverable 3.2.1.1.2.

The Data Migration Plan shall address the following:

1. All data sources and data targets.
2. How data anomalies and errors will be handled.
3. A schedule of activities to complete the migration effort, including the resources required.
4. How data will be migrated to the production environment.

DELIVERABLE 3.2.3.1: Data Migration Plan as specified in Subtask 3.2.3.1.

SUBTASK 3.2.3.2 – Data Migration and Validation for Phase I

Contractor will be responsible for converting all data required from the systems as specified in Deliverable 3.2.4.1 (Data Migration Plan).

Contractor will provide the tools and methodology for converting the data. County will assist Contractor in understanding the data in the source systems and provide data extracts 3 times from the source systems in a Microsoft SQL Server file format onto an AWS location provided by the Contractor as specified in Deliverable 3.2.3.1 (Data Migration Plan).

Contractor will perform any necessary data conversions and import the data into the PSAMS Solution. Contractor will verify the converted data in the PSAMS Solution and correct any errors in importing the data.

DELIVERABLE 3.2.3.2: Contractor shall demonstrate the County Data with respect to Phase I properly imported into the PSAMS Solution, including demonstrating correction of any errors in importing the data.

3.2.4 DISASTER RECOVERY PLANNING

SUBTASK 3.2.4.1 – Disaster Recovery Plan

Contractor shall document its system redundancy, failover, and recovery capabilities for the PSAMS Solution production deployment. Contractor shall update the Disaster Recovery Plan as required whenever there are changes to the PSAMS Solution. The Disaster Recovery Plan shall include the following, in accordance with Exhibit A.1 (System Requirements – Phase I), Exhibit J (Information Security and Privacy Requirements Exhibit), and Exhibit K (Service Level Requirements).

1. Strategy for redundancy, back-up, and recovery of computing resources, software, data, and network.
2. Architecture for failover of hardware, software, data, and network, including the performance characteristics of the backup site and how Contractor shall measure and test the backup site's ability to meet availability and recovery requirements.
3. Back-up and recovery procedures.
4. Communications protocols and procedures for restoring services in the event of a disaster, including responsibilities of Contractor, Subcontractors, and County.
5. Disaster recovery testing procedures and schedule for testing disaster recovery at least annually.

DELIVERABLE 3.2.4.1.1: Initial Disaster Recovery Plan as specified in Subtask 3.2.4.1.

DELIVERABLE 3.2.4.1.2: Updates to the Disaster Recovery Plan as specified in Subtask 3.2.4.1.

3.2.5 SYSTEM TESTING AND DEFECT RESOLUTION – PHASE I

SUBTASK 3.2.5.1 – Contractor System Testing

Contractor shall thoroughly test the Licensed Software to ensure that the Licensed Software is of high quality and performs in accordance with the Specifications when operated on the Hosted Environment. Prior to providing the system to the County for User Acceptance Testing, Contractor shall resolve all failures to perform in accordance with the Specifications and other software errors revealed during its testing.

Contractor shall update the Requirements Traceability Matrix demonstrating that testing has fully covered the requirements.

DELIVERABLE 3.2.5.1.1: Certification that Contractor has conducted system testing and resolved failures to perform in accordance with the Specifications and other all software errors revealed during its testing as specified in Subtask 3.2.5.1.

DELIVERABLE 3.2.5.1.2: Updated Requirements Traceability Matrix as specified in Subtask 3.2.5.1.

SUBTASK 3.2.5.2 – Support User Acceptance Test

Contractor shall provide assistance and support to the PSAMS Core Team and County subject matter experts designated to conduct the User Acceptance Testing. Assistance shall be provided onsite or as otherwise agreed to by County and Contractor.

1. Contractor shall assist County-designated Users in performing the tests with Contractor's assistance using the testing environment.
2. Contractor shall populate the system with data in the testing environment, using data from the County's current systems. The test environment shall be provisioned with Users for testing, and all data and configurations required to perform the UAT. In the event that there are no County data available to populate some features or fields of the system, the County will provide the data for this purpose by entering the data or as otherwise agreed by the parties.
3. During UAT, Contractor shall correct software errors identified by the County and shall collaborate with the County to correct any deviations from Specification that can be resolved through system configuration.

4. Upon correction of all software errors and deviations from Specifications, County shall perform a complete cycle of UAT to validate that the PSAMS Solution is operating in accordance with Specifications.

5. Upon County's successful completion of UAT, Contractor shall certify in writing that the User Acceptance Test has been completed successfully, the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation.

DELIVERABLE 3.2.5.2.1: Testing environment populated with data as specified in Subtask 3.2.5.2.

DELIVERABLE 3.2.5.2.2: Certification that the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation, as specified in Subtask 3.2.5.2.

3.2.6 TRAINING AND DOCUMENTATION – PHASE I

Contractor shall prepare and implement a comprehensive training program, including, but not limited to, any necessary role-specific training materials for the utilization of the PSAMS Solution including the functionality appropriate for the role in County (Pretrial) operations.

Contractor shall provide training materials to support training requirements. Contractor shall coordinate the delivery of comprehensive training to all County staff as identified in the Training Plan.

SUBTASK 3.2.6.1 – Develop Training Plan

Contractor, in coordination with the County, shall develop a detailed Training Plan that includes the curriculum and methods of training delivery for various levels of Department staff on the use of the PSAMS Solution. The plan shall detail training by role and include, but not be limited to the following:

1. Contractor shall train a designated group of County staff on PSAMS Solution to effectively operate and utilize the PSAMS Solution based on below roles:

    a. Training Academy Staff: Up to 20 individuals together who can train other Pretrial Services staff on the PSAMS Solution functionality.

b. System Administrators: Up to 10 individuals who can Configure, build workflows, Configure court report forms, and edit look-up values.

c. Probation IT Service Desk: Up to 20 individuals to be trained on Contractor's support process and who will do the first line of support for Users.

d. Query writers: Up to 10 individuals who can be trained on Contractor's data schema and direct access to the shadow database using the County's reporting and business intelligence tools, with such training not to exceed 40 hours.

2. Contractor shall provide adequate number of proficient personnel to effectively deliver training.

3. Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff.

4. Contractor shall work with Department staff to develop the Training Plan.

DELIVERABLE 3.2.6.1: Training Plan as specified in Subtask 3.2.6.1.

SUBTASK 3.2.6.2 – Provide Training Course Schedule

Contractor shall submit a training course schedule, that includes but is not limited to the dates, times, locations, trainer information and type of training (classroom, coaching, training for trainers, etc.) to County for review and acceptance.

DELIVERABLE 3.2.6.2:Training Course Schedule as specified in Subtask 3.2.6.2.

SUBTASK 3.2.6.3 – Provide Training Materials and Training Environment

Contractor shall configure the QA environment to support User training and shall provide all training materials electronically. Those materials shall become the property of County and may be modified and duplicated as needed by County.

DELIVERABLE 3.2.6.3: Training materials and training environment as specified in Subtask 3.2.6.3.

SUBTASK 3.2.6.4 – Prepare and Conduct Training

1. Contractor shall deliver training and training materials consistent with classes described in County approved Training Plan in accordance with Subtask 3.2.6.1.

2. Contractor shall ensure that the training environment is populated with adequate data to make training effective.

3. Contractor shall deliver training for all identified Department staff consistent with in the classes described in the County-approved Training Plan and certify in writing that all training as described in the Training Plan has been successfully completed. This shall be completed prior to the Task 3.2.7 (Implementation – Transition to Production -Phase I). Contractor shall utilize the training environment established in Subtask 3.2.2.1 (System Provisioning) and training support documentation developed in Subtask 3.2.6.3 (Provide Training Materials and Training Environment).

4. Contractor shall provide a report on the progress of training activities on a weekly basis, by date, location, and role, that includes the following:

    a. An updated training schedule that outlines the next thirty days of training activities

    b. Any issues or risks identified by the Contractor that may impact the training schedule

    c. Train the trainer classes to certify Department staff to deliver the PSAMS Solution training.

As part of the training, Contractor shall provide the designated County groups with working knowledge of the PSAMS Solution software capabilities.

DELIVERABLE 3.2.6.4.1: Conduct all training services for Users as specified in Subtask 3.2.6.4

DELIVERABLE 3.2.6.4.2: Report on progress of training activities as specified in Subtask 3.2.6.4.

3.2.7 IMPLEMENTATION – TRANSITION TO PRODUCTION – PHASE I

This task will be considered complete only when all tasks except Task 3.2.8 (System Acceptance with Respect to Phase I for PSAMS Solution) have been completed and approved by County. Contractor shall conduct the implementation in accordance with the Go-Live Plan and PCD.

SUBTASK 3.2.7.1 – Go-Live-Plan

Contractor shall create a clear and detailed plan (Go-Live-Plan) to implement the PSAMS Solution to the production environment. Contractor shall review and revise the tasks and time frames in the Go-Live-Plan, as necessary, throughout the transition to production process.

The Go-Live-Plan shall include the following elements:

1. Departmental and other County resource requirements.
2. Implementation tasks to be performed by each Contractor and County.
3. Implementation schedule.

DELIVERABLE 3.2.7.1: Go-Live-Plan as described in Subtask 3.2.7.1.

SUBTASK 3.2.7.2 – Prepare Production Environment

The Contractor in coordination with the County shall prepare the Hosted Environment to be used for Production Use (Production Environment). Contractor shall provide appropriate staff for installing, testing, and populating the Production Environment. Contractor shall ensure availability of the Production Environment, including production server environment, networking and end user hardware and software. Contractor shall provide secured access to the PSAMS Solution for Production Use by delegating authentication and authorization to the County's Azure Active Directory (Azure AD). Contractor shall work with County to identify and document the tenant Configuration data necessary to enable Azure AD integration for Production Environment.

The Contractor shall support the County staff in setting up the profiles, security adding Azure AD users to the PSAMS Solution, and testing the user accounts to ensure security and access as specified.

The Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for Production Environment.

DELIVERABLE 3.2.7.2: Prepared Production Environment as specified in Subtask 3.2.7.2.

SUBTASK 3.2.7.3 – PSAMS Solution Implementation

This implementation of the PSAMS Solution in the Production Environment serves as the primary validation of the PSAMS Solution and ensures the PSAMS Solution can meet Specifications. During the

implementation period and until Final Acceptance of Phase I of the PSAMS Solution, Contractor shall resolve all issues/Defects identified in accordance with Specifications. Contractor shall provide technical assistance with the option of on-site support at the designated sites during the implementation.

DELIVERABLE 3.2.7.3: Conduct implementation of the PSAMS Solution in the Production Environment according to the Go-Live Plan and provide County with a report certifying the progress and completion of the associated work as specified in Subtask 3.2.7.3.

3.2.8 SYSTEM ACCEPTANCE WITH RESPECT TO PHASE I FOR PSAMS SOLUTION

The PSAMS Solution for Phase I in its entirety, as installed and configured, will be Accepted by County if, and only if, the PSAMS Solution operates in the Production Environment for a period of sixty days continuously without Defects of Priority Level 1 or 2, as provided in Exhibit K (Service Level Requirements) to the Agreement.

SUBTASK 3.2.8.1 – Achieve Final Acceptance with Respect to Phase I

The PSAMS Solution shall achieve Final Acceptance with respect to Phase I after the PSAMS Solution has achieved Production Use for sixty (60) consecutive days without Defects of Priority Level 1 or 2 as specified in Exhibit K (Service Level Requirements) to the Agreement.

DELIVERABLE 3.2.8.1: Contractor shall certify in writing that the Documentation certifying that the PSAMS Solution for Phase I in Production Environment has successfully and continuously operated without Defects of Priority Level 1 or 2 during the continuous 60-day period as specified in Subtask 3.2.8.1.

3.3 PHASE II – IMPLEMENTATION OF SOFTWARE, INTEGRATION, AND TRAINING SERVICES FOR SPECIFIED PROGRAMS AND PRETRIAL FUNCTIONS

This section describes the tasks, subtasks, Deliverables, Implementation Services, and other work to be performed by Contractor for the PSAMS Solution Phase II.

3.3.1 REQUIREMENTS ELABORATION AND DESIGN SPECIFICATION – PHASE II

SUBTASK 3.3.1.1 – Requirements Elaboration

The Contractor shall conduct an agreed-upon number of training sessions for County project team members to provide a high-level

system overview and prepare project team members for the requirements elaboration sessions required for Phase II. Contractor shall then conduct requirements elaboration sessions to review and confirm the requirements set forth in Exhibit A.2 (System Requirements – Phase II) and other applicable exhibits to this SOW and elaborate additional detail as necessary to develop design specifications for Configuration and implementation of the PSAMS Solution for Phase II.

DELIVERABLE 3.3.1.1.1: An agreed upon number of training sessions to provide a high-level system overview and prepare project team members for requirements elaboration sessions as described in Subtask 3.3.1.1.

DELIVERABLE 3.3.1.1.2: Updated requirements document based on the requirements elaboration sessions. Upon Acceptance of this Deliverable, the updated requirements document, Exhibit A.2 (System Requirements -Phase II) to this SOW shall be automatically deemed to be updated to include the Accepted updated requirements document.

SUBTASK 3.3.1.2 – Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix to establish all requirements are fully addressed throughout the systems development lifecycle, to include, without limitation, all system design, development, configuration, testing, and implementation activities.

DELIVERABLE 3.3.1.2: Requirements Traceability Matrix as specified in Subtask 3.3.1.2.

3.3.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE II

The following subtasks pertain to system provisioning, configuration, and reporting for Phase II of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.2.4 – Custom Development, 3.2.2.5 – Letters and Notifications, 3.2.2.6 – Court Report Forms, and 3.2.2.7 – Reports (together with all Deliverables under Subtask 3.3.3 – System Integraiton – Phase II), Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.2.1 – System Provisioning and Infrastructure Configuration

The Contractor shall install, set up, and Configure the PSAMS Solution for Phase II and all necessary infrastructure components to provide the Production, QA, and Dev Hosted Environments according to the Accepted design specifications document and Exhibit A.2 (System Requirements – Phase II) to this SOW. The provisioned Hosted Environments shall be hosted in a secure location within the continental United States on Amazon's AWS GovCloud (US).

Contractor shall document all PSAMS Solution and Hosted Environments that were provisioned, including, server IP addresses, server ports, and URLs.

Contractor shall provision Hosted Environments designed for scalability to respond automatically to load changes.

DELIVERABLE 3.3.2.1: Contractor shall demonstrate that the Hosted Environments have been provisioned and document all PSAMS Solution and Hosted Environments as specified in Subtask 3.3.2.1.

SUBTASK 3.3.2.2 – User Setup and Security

The Contractor shall work with County to elaborate and document the requirements for role-based access to the PSAMS Solution for each of the provisioned Hosted Environments to support Phase I and Phase II functionality, including any updates required to roles established in Phase I. The roles shall be mapped to the appropriate County User roles, as determined in the requirement elaboration sessions. Please refer to Exhibit A.23 (ORMS Profiles) to this SOW for the existing roles.

The Contractor shall Configure User accounts and User roles, establish system access, and enable system log-in and User auditing for each of the provisioned Hosted Environments.

DELIVERABLE 3.3.2.2.1: County Azure AD Configuration for each of the provisioned Hosted Environments as specified in Subtask 3.3.2.2.

DELIVERABLE 3.3.2.2.2: County's role-based User account access Configuration requirements gathered and documented for each of the provisioned Hosting Environments as specified in Subtask 3.3.2.2. Upon Acceptance the documented requirements automatically become part of the Specifications.

DELIVERABLE 3.3.2.2.3: Role-based User account access Configured per gathered and documented requirements for each of the provisioned Hosted Environments as specified in Subtask 3.3.2.2.

SUBTASK 3.3.2.3 – Collaborative System Configuration

Configuration of the Licensed Software is an iterative process over the course of implementation similar to an agile sprint process. Configuration occurs through our startup packet, Data Migration, and recurring sprint meetings, as described below.

At the beginning of the work on this subtask the Contractor will provide the County with a startup packet, which collects most of the base configuration settings. The County will complete the startup packet with expert assistance and guidance from the Contractor as needed. Upon receiving the completed startup packet the Contractor will apply the Configurations and review the changes with the County for approval.

The Contractor will work with the County to configure the Licensed Software as data are converted. Before data can be inserted into the database the PSAMS Solution needs to be configured to support the data. The Contractor implementation team will work with the County to gather the Configuration settings. The County will be able to review and test the Configuration and Contractor will make any required changes during the recurring sprint meetings.

Contractor and County collaborate on Configuration of the Licensed Software until they agree that the PSAMS Solution is fully and appropriately Configured to support Production Use.

DELIVERABLE 3.3.2.3: Contractor shall certify in writing that the PSAMS Solution is fully and appropriately Configured to support Production Use.

SUBTASK 3.3.2.4 – Custom Development

Contractor shall design, develop, and deliver features and functionality improvements (Enhancements) to the Licensed Software to meet the County's requirements as specified in Exhibit A.2 (System Requirements – Phase II) and otherwise in Specifications.

Contractor shall review the requirements with the County to confirm a mutual understanding of the requirements. Contractor shall then propose a design for the Enhancements to meet the County's requirements. Contractor shall document the design with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution. Upon agreement by the County that the proposed design meets the County's requirements, Contractor shall undertake development of the Enhancements. Contractor and County shall test

the Enhancements and correct any software errors in accordance with Section 3.3.6 (System Testing and Defect Resolution) of this Exhibit.

DELIVERABLE 3.3.2.4.1: Contractor shall provide design documents with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution, all as described in Subtask 3.3.2.4.

DELIVERABLE 3.3.2.4.2: The Contractor shall demonstrate that the PSAMS Solution with respect to the Enhancements developed pursuant to Subtask 3.3.2.4 is working according to the Specifications, including, without limitation, as specified in in Exhibit A.2 (System Requirements – Phase II).

SUBTASK 3.3.2.5 – Letters and Notifications

Contractor shall provide the ability to generate letters and notifications as specified in Exhibit A.32 (Letters and Notifications – Phase II).

DELIVERABLE 3.3.2.5: Demonstration of the PSAMS Solution's ability to generate the letters and notifications as specified in Subtask 3.3.2.5.

SUBTASK 3.3.2.6 – Court Report Forms

Contractor shall produce two (2) court reports, each of which shall support multiple versions as specified in Exhibit A.31 (Court Report Forms – Phase II) for this task. Additional court reports, if required by the County, will be provided as Optional Work under and in accordance with the Agreement. The County will provide templates for the reports in Microsoft Word .docx format.

DELIVERABLE 3.3.2.6: Demonstration of court reports as specified in Subtask 3.3.2.6.

SUBTASK 3.3.2.7 – Reports

Contractor shall provide all data reports required to satisfy the requirements specified in Exhibit A.2 (System Requirements – Phase II).

DELIVERABLE 3.3.2.7: Demonstration of reports as specified in Subtask 3.3.2.7.

SUBTASK 3.3.2.8 – Updated Requirements Traceability Matrix

Contractor shall update the Requirements Traceability Matrix to demonstrate that all system requirements are addressed through deliverables under this section 3.3.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – Phase II.

DELIVERABLE 3.3.2.8: Updated Requirements Traceability Matrix as specified in Subtask 3.3.2.8

3.3.3 SYSTEM INTEGRATION – PHASE II

The goal of integration of the Licensed Software with LASD and the County CJIS Charge Code Table is to enhance the processing of Pretrial Services assessments within County's operations. Contractor is responsible for development of all Interfaces and performance of all other integration work on the Licensed Software to enable the data exchange necessary with LASD and the CJIS Charge Code Table.

Regarding all Deliverables under Subtask 3.3.3 – System Integration – Phase II (together with all Deliverables under Subtasks 3.3.2.4 – Custom Development, 3.3.2.5 – Letters and Notifications, 3.3.2.6 – Court Report Forms, and 3.3.2.7 – Reports), Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.3.1 – Develop Integration and Data Exchange Plan

To expedite the delivery and implementation of the PSAMS Solution, integration will occur as follows:

1. Required integration of the Licensed Software with LASD and CJIS Charge Code Table includes:
    a. Transfer of LASD data exchange elements for active clientele via the Client Lookup by Identifier Web Service detailed in Exhibit A.18 (LASD Integration Requirements), and in Exhibit A.2 (System Requirements – Phase II) to this SOW.
    b. Regular updates of the charge code tables in the PSAMS Solutions to reflect the County's CJIS Charge Code Table as it is updated from time to time by the County as specified in Exhibit A.19 (CJIS – Charge Code Data Integration Requirements) and Exhibit A.2 (System Requirements – Phase II).
2. Contractor shall develop an Integration and Data Exchange Plan that includes but is not limited to:

a. Schedule for building Interfaces, integration, and data exchange capabilities

b. Identification of resources needed and responsibilities

c. Identification of mechanisms to secure sensitive data

d. Method for dealing with future integrations

e. Plan to establish web services required for integration

DELIVERABLE 3.3.3.1: Integration and Data Exchange Plan as defined in Subtask 3.3.3.1. Upon Acceptance the integration and data exchange plan automatically become part of the Specifications.

SUBTASK 3.3.3.2 – Develop Integration Solution Design Document

Contractor shall develop the Integration Solution Design Document according to the Accepted Integration and Data Exchange Plan, including network topology diagrams for the interface solutions, mapping of data elements, and sequence diagrams illustrating how the different parts of the systems interact with each other to carry out the Interfaces.

DELIVERABLE 3.3.3.2: Integration Solution Design Document as defined in Subtask 3.3.3.2. Upon Acceptance the Integration Solution Design Document automatically become part of the Specifications.

SUBTASK 3.3.3.3 – Build Integration and Data Exchange

Contractor shall build the Interfaces and other elements of integration and data exchanges in accordance with Integration Solution Design Document under Deliverable 3.3.3.2.

Contractor shall thoroughly test integrations to confirm that the integrations work as expected and the business logic, security, and data layers shall perform in accordance with the Integration Solution Design Document under Deliverable 3.3.3.2. Contractor shall document each component developed.

DELIVERABLE 3.3.3.3.1: Demonstration of Interfaces and other elements of integrations and data exchanges in accordance with the Integration Solution Design Document as defined in Subtask 3.3.3.2.

DELIVERABLE 3.3.3.3.2: Certification that the Interfaces and other elements of integrations and data exchanges have been thoroughly

tested and found to operate in accordance with the Integration Solution Design Document as defined in Subtask 3.3.3.2.

SUBTASK 3.3.3.4 – Updated Requirements Traceability Matrix

Contractor shall update Requirements Traceability Matrix to demonstrate that all system requirements are addressed through deliverables under this section 3.3.3, System Integration – Phase II.

DELIVERABLE 3.3.3.4: Updated Requirements Traceability Matrix as specified in Subtask 3.3.3.4.

3.3.4 DATA MIGRATION – PHASE II

The following subtasks pertain to Data Migration for Phase II of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.3.4.1 – Data Migration Plan for Phase II, and 3.3.4.2 – Data Migration and Validation for Phase II, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.4.1 – Data Migration Plan for Phase II

In a series of agile sprint meetings, the County will work with the Contractor on mapping fields, mapping look up table values, and approving the converted data.

The Contractor will manage the conversion using their proprietary data conversion tool. All field mappings, lookup table mappings, and conversion settings will be managed and stored by the Contractor in this tool.

Contractor shall provide an updated Data Migration Plan for Phase II that will describe how the Contractor will manage the process of Data Migration for ORMS and PSCRP, as specified in Exhibits A.2 (System Requirements – Phase II), A.20 (PSAMS DB Elements), and A.22 (Tables for Migration – Phase II) and as identified in the requirements elaboration session resulting in Deliverable 3.3.2.1. The updated Data Migration Plan shall address the following:

1. All data sources and data targets.
2. How data anomalies and errors will be handled.

3. A schedule of activities to complete the migration effort, including the resources required.

4. How data will be migrated to production environment.

5. Matching on CII number and FBI number as the primary matching key and alternative matching key, respectively.

6. Identifying data collisions where data elements on matched records have different values and providing a methodology to store alternate values or resolve them.

DELIVERABLE 3.3.4.1: Data Migration Plan as specified in Subtask 3.3.4.1.

SUBTASK 3.3.4.2 – Data Migration and Validation for Phase II

Contractor will be responsible for converting all data required from the systems as specified in Deliverable 3.3.5.1 (Data Migration Plan). Contractor will provide the tools and methodology for converting the data. County will assist Contractor in understanding the data in the source systems and provide data extracts three times from the source systems. County will provide PSCRP data in a Microsoft SQL Server file format and will provide ORMS data in a set of flat files, comma-separated value (CSV) files, or other mutually agreed file format onto an AWS location provided by the Contractor as specified in Deliverable 3.3.4.1 (Data Migration Plan).

Contractor will perform any necessary data conversions and import the data into the PSAMS Solution. Contractor will verify the converted data in the PSAMS Solution and correct any errors in importing the data.

DELIVERABLE 3.3.4.2: Contractor shall demonstrate the County Data with respect to Phase II properly imported into the PSAMS Solution, including correction of any errors in importing the data.

3.3.5 SYSTEM TESTING AND DEFECT RESOLUTION – PHASE II

SUBTASK 3.3.5.1 – Contractor System Testing

Contractor shall thoroughly test the Licensed Software to ensure that the Licensed Software is of high quality and performs in accordance with the Specifications when operated on the Hosted Environment. Prior to providing a new feature of the system to the County for User Acceptance Testing, Contractor shall resolve all failures to perform in accordance with the Specifications and other software errors revealed during its testing.

Contractor shall update the Requirements Traceability Matrix demonstrating that testing has fully covered the requirements for Phase II.

DELIVERABLE 3.3.5.1.1: Certification that Contractor has conducted system testing and resolved all failures to perform according to Specifications and other software errors revealed during its testing.

DELIVERABLE 3.3.5.1.2: Updated Requirements Traceability Matrix as specified in Subtask 3.3.5.1.

SUBTASK 3.3.5.2 – Support User Acceptance Test

Contractor shall provide assistance and support to the PSAMS Core Team and County subject matter experts designated to conduct the User Acceptance Testing. Assistance shall be provided onsite or as otherwise agreed to by County and Contractor. Contractor shall deliver the final progress report regarding Deliverables under Deliverables under Subtasks 3.3.2.4 – Custom Development, 3.3.2.5 – Letters and Notifications, 3.3.2.6 – Court Report Forms, 3.3.2.7 – Reports, and 3.3.3 – System Integration – Phase II, as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in the applicable project status report under Subtask 3.1.2 on completion of all Deliverables under this Subtask.

1. Contractor shall assist County-designated users in performing the tests with Contractor's assistance using the testing environment.
2. Contractor shall populate the system with data in the testing environment, using data from the County's current systems. The test environment shall be provisioned with Users for testing, and all data and configurations required to perform the UAT. In the event that there are no County data available to populate some features or fields of the system, the County will provide the data for this purpose by entering the data or as otherwise agreed by the parties.
3. During UAT, Contractor shall correct software errors identified by the County and shall collaborate with the County to correct any deviations from Specification that can be resolved through system configuration.
4. Upon correction of all software errors and deviations from Specifications, County shall perform a complete cycle of UAT to validate that the PSAMS Solution is operating in accordance with Specifications.

5. Upon County's successful completion of UAT, Contractor shall certify in writing that the User Acceptance Test has been completed successfully, the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation.

DELIVERABLE 3.3.5.2.1: Testing environment populated with data as specified in Subtask 3.3.5.2.

DELIVERABLE 3.3.5.2.2: Certification that the Contractor is not aware of software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation, as specified in Subtask 3.3.5.2.

3.3.6 TRAINING AND DOCUMENTATION – PHASE II

Contractor shall prepare and implement a comprehensive training program, including, but not limited to any necessary role-specific training materials for the utilization of the PSAMS Solution for Phase II including the functionality appropriate for the role in County (Pretrial) operations.

Contractor shall provide training materials to support training requirements. Contractor shall coordinate the delivery of comprehensive training to all County staff as identified in the Training Plan.

SUBTASK 3.3.6.1 – Develop Training Plan

Contractor, in coordination with the County, shall develop a detailed Training Plan that includes the curriculum and methods of training delivery for various levels of Department staff on the use of the PSAMS Solution for Phase II. The plan shall detail training by role and include, but not be limited to the following:

1. Contractor shall train a designated group of County staff on PSAMS Solution to effectively operate and utilize the PSAMS Solution based on the below role:

    a. Training Academy Staff: Up to 20 individuals together who can train other Pretrial Services staff on the PSAMS Solution functionality.

    b. System Administrators: Up to 10 individuals who can configure, build workflows, configure court reports forms, edit look-up values, and monitor and resolve interface issues.

c. Probation IT Service Desk: Up to 20 individuals to be trained on Contractor's support process and who will do the first line of support for Users.

d. Query writers: Up to 10 individuals who can be trained on Contractor's data schema and direct access to the shadow database using the County's reporting and business intelligence tools, with such training not to exceed 40 hours.

2. Contractor shall provide adequate number of proficient personnel to effectively deliver training.

3. Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff.

4. Contractor shall work with Department staff to develop the Training Plan.

DELIVERABLE 3.3.6.1: Training Plan as specified in Subtask 3.3.6.1.

SUBTASK 3.3.6.2 – Provide Training Course Schedule

Contractor shall submit a training course schedule, that includes but is not limited to the dates, times, locations, trainer information and type of training (classroom, coaching, training for trainers, etc.) to County for review and acceptance.

DELIVERABLE 3.3.6.2:Training Course Schedule as specified in Subtask 3.3.6.2.

SUBTASK 3.3.6.3 – Provide Training Materials and Training Environment

Contractor shall configure the training environment to support User training and shall provide all training materials electronically. Those materials shall become the property of County and may be modified and duplicated as needed by County.

DELIVERABLE 3.3.6.3: Training materials and training environment as specified in Subtask 3.3.6.3.

SUBTASK 3.3.6.4 – Prepare and Conduct Training

1. Contractor shall deliver training and training materials consistent with classes described in County approved Training Plan in accordance with Subtask 3.3.6.1.

2. Contractor shall ensure that the training environment is populated with adequate data to make training effective.

3. Contractor shall deliver training for all identified Department staff consistent with in the classes described in the County-approved Training Plan and certify in writing that all training as described in the Training Plan has been successfully completed. This shall be completed prior to the Task 3.3.7 (Implementation – Transition to Production – Phase II). Contractor shall utilize the training environment established in Subtask 3.3.2.1 (System Provisioning) and training support documentation developed in Subtask 3.3.6.3 (Provide Training Materials and Training Environment).

4. Contractor shall provide a report on the progress of training activities on a weekly basis, by date, location, and role, that includes the following:

    a. An updated training schedule that outlines the next thirty days of training activities

    b. Any issues or risks identified by the Contractor that may impact the training schedule

    c. Train the trainer classes to certify Department staff to deliver the PSAMS Solution training.

    d. As part of the training, Contractor shall provide the designated County groups with working knowledge of the PSAMS Solution software capabilities.

DELIVERABLE 3.3.6.4: Conduct all training services for Users as specified in Subtask 3.3.6.4

3.3.7 IMPLEMENTATION – TRANSITION TO PRODUCTION – PHASE II

This task will be considered complete only when all tasks except Task 3.3.8 (System Acceptance with Respect to Phase II for PSAMS Solution) have been completed and approved by County. Contractor shall conduct the implementation in accordance with the Go-Live Plan and PCD.

SUBTASK 3.3.7.1 – Go-Live-Plan

Contractor shall create a clear and detailed plan (Go-Live-Plan) to implement the PSAMS Solution for Phase II to the production environment. Contractor shall review and revise the tasks and time frames in the Go-Live-Plan, as necessary, throughout the transition to production process.

The Go-Live-Plan shall include the following elements:

1. Departmental and other County resource requirements.

2. Implementation tasks to be performed by each Contractor and County.

3. Implementation schedule.

DELIVERABLE 3.3.7.1: Go-Live-Plan as described in Subtask 3.3.7.1.

SUBTASK 3.3.7.2 – Prepare Production Environment

The Contractor in coordination with the County shall prepare the Hosted Environment to be used for Production Use (Production Environment). Contractor shall provide appropriate staff for installing, testing, and populating the Production Environment. Contractor shall ensure availability of the Production Environment, including production server environment, networking and end user hardware and software. Contractor shall provide secured access to the PSAMS Solution for Production Use by delegating authentication and authorization to the County's Azure Active Directory (Azure AD). Contractor shall work with County to identify and document the tenant Configuration data necessary to enable Azure AD integration for Production Environment.

The Contractor shall support the County staff in setting up the profiles, security adding Azure AD users to the PSAMS Solution, and testing the user accounts to ensure security and access as specified.

The Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for Production Environment.

DELIVERABLE 3.3.7.2: Prepared Production Environment as specified in Subtask 3.3.7.2.

SUBTASK 3.3.7.3 – PSAMS Solution Implementation

This implementation of the PSAMS Solution in the Production Environment serves as the primary validation of the PSAMS Solution and ensures the PSAMS Solution can meet Specifications. During the implementation period and until Final Acceptance, Contractor shall resolve all issues/Defects identified in accordance with Specifications. Contractor shall provide technical assistance with the option of on-site support at the designated sites during the implementation.

DELIVERABLE 3.3.7.3: Conduct implementation of the PSAMS Solution in the Production Environment according to the Go-Live Plan and provide County with a report certifying the progress and completion of the associated work as specified in Subtask 3.3.7.3.

3.3.8 SYSTEM ACCEPTANCE WITH RESPECT TO PHASE II FOR PSAMS SOLUTION

The PSAMS Solution for Phase II in its entirety, as installed and configured, will be Accepted by County if, and only if, the PSAMS Solution operates in the Production Environment for a period of sixty days continuously without Defects of Priority Level 1 or 2 as provided in Exhibit K (Service Level Requirements) to the Agreement.

SUBTASK 3.3.8.1 – Achieve Final Acceptance with Respect to Phase II

The PSAMS Solution shall achieve Final Acceptance with respect to Phase II after the PSAMS Solution has achieved Production Use for sixty (60) consecutive days without Defects of Priority Level 1 or 2 as specified in Exhibit K (Service Level Requirements) to the Agreement.

DELIVERABLE 3.3.8.1: Contractor shall certify in writing that the Documentation certifying that the PSAMS Solution in Production Environment has successfully and continuously operated without Defects of Priority Level 1 or 2 during the continuous 60-day period as specified in Subtask 3.3.8.1.

4.0 DEFINITIONS

County Contract Manager – Person designated by the County with actual and apparent authority on contractual or administrative matters relating to this Agreement.

County Contract Monitor – Person who monitors the Agreement and provides reports to the County Contract Manager and County Project Manager.

PSAMS Core Project Team – Consists of Investigators, Senior Investigators, Electronic Monitoring Managers, Pretrial Monitoring Managers, Investigative Supervisors, Bureau Chief, Pretrial Services, Users, trainers, and subject matter experts.

Work Plan – Work Plan is prepared by the Contractor using the County-specified version of Microsoft Project that provides a detailed schedule and required resources for both Contractor and County.

EXHIBIT A

STATEMENT OF WORK

EXHIBITS

PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM (PSAMS)

1.0 EXHIBITS TO EXHIBIT A (STATEMENT OF WORK)

Exhibit A.1: SYSTEM REQUIREMENTS – PHASE I

Exhibit A.2: SYSTEM REQUIREMENTS – PHASE II

Exhibit A.3: CURRENT SYSTEMS FLOW DIAGRAM

Exhibit A.4: EXISTING WORKFLOWS – STATIC-99R SRG

Exhibit A.5: EXISTING WORKFLOWS – STATIC- 99R PRE-SENTENCE & POST-SENTENCE

Exhibit A.6: EXISTING WORKFLOWS – OR – CANDIDATE SELECTION & INVESTIGATION REQUEST

Exhibit A.7: EXISTING WORKFLOWS – BD – AGENCY REQUEST

Exhibit A.8: EXISTING WORKFLOWS – BD – DEFENDANT REQUEST

Exhibit A.9: EXISTING WORKFLOWS – DRUG COURT

Exhibit A.10: EXISTING WORKFLOWS – NAME CHANGE - INVESTIGATION

Exhibit A.11: EXISTING WORKFLOWS – RRU

Exhibit A.12: EXISTING WORKFLOWS – PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

Exhibit A.13: EXISTING WORKFLOWS – REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

Exhibit A.14: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – INVESTIGATION

Exhibit A.15: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP

Exhibit A.16: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – ABSCOND & NON-COMPLIANCE FOLLOW UP

Exhibit A.17: EXISTING WORKFLOWS – SRP- SUPERVISED RELEASE PROGRAM

Exhibit A.18: LASD INTEGRATION REQUIREMENTS

Exhibit A.19: CJIS – CHARGE CODE DATA INTEGRATION REQUIREMENTS

Exhibit A.20: PSAMS DATA ELEMENTS

Exhibit A.21: TABLES FOR MIGRATION – Phase I

Exhibit A.22: TABLES FOR MIGRATION – Phase II

Exhibit A.23: ORMS PROFILES

Exhibit A.24: DELIVERABLE ACCEPTANCE FORM

Exhibit A.25: CHANGE ORDER FORM

Exhibit A.26: ABBREVIATIONS AND ACRONYMS

Exhibit A.27: THIRD PARTY PRODUCTS

Exhibit A.28: MINIMUM SYSTEM REQUIREMENTS

Exhibit A.29 COURT REPORT FORMS – Phase I

Exhibit A.30 LETTERS AND NOTIFICATIONS – Phase I

Exhibit A.31 COURT REPORT FORMS – Phase II

Exhibit A.32 LETTERS AND NOTIFICATIONS – Phase II

Exhibit A.33 PSAMS DELIVERABLE EXPECTATION DOCUMENT

These Exhibits are attached to and form a part of that certain Exhibit A (Statement of Work) (together with all sub Exhibits hereto, "Statement of Work" or "SOW") to the Agreement for Pretrial Services Assessments and Monitoring System and Related Services (as further defined in the Agreement "PSAMS Solution"), dated as of the Effective Date (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the "Agreement"), between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and Tyler Technologies, Inc ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the SOW or, if not defined therein, in the Agreement.

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
Search	SR-001	The system shall provide a comprehensive search feature that enables users to search by any fields that are associated with a defendant. Primary search parameters shall include application number (unique system key identifier, replacing Department's existing application number), booking number, case number, hard and soft IDs, and defendant's name. Other user interfaces may have additional search requirements, depending on the business requirements	I
	SR-002	The system shall be able to perform a search by selecting a single field or a combination of two or more fields.	I
	SR-003	The system shall be able to perform a search by which the user can insert partial information and the system shall attempt to match the search criteria.	I
	SR-004	The system shall allow the user to navigate directly to the defendant record from the search result list.	I
New Defendant, Applications, and Assessment Records	SR-005	The system shall allow authorized users the ability to manually create an application record (arrest and associated case filing) for each defendant.	I
	SR-006	The system shall allow for an unlimited number of unique identification numbers for both the defendant and PTS program specific identifiers (e.g., Defendant Unique Number, Booking Number, Application Number, Case Number, CII Number, FBI Number, Probation Number (X Number/Universal Number), etc.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-007	The system shall validate against unique hard (verified ID via fingerprints) and soft (non-fingerprint based) identifiers as various data elements to ensure that only a single unique defendant record exists in the system (SID, FBI, Probation, and CA DMV).	I
	SR-008	The system shall allow for multiple assessments for each arrest/case application, and allow for local system administrators to re-open an inactive assessment for data correction and/or further investigation by a designated PTS program as needed.	I
	SR-009	The system shall automatically assign various default values when a new defendant record is created.	I
	SR-010	In accordance with applicable State law, the system shall allow authorized PTS employees the ability to seal records while maintaining the ability to retain statistical data associated with the offender.	I
General	SR-011	The system shall provide the ability to indicate the defendant's gender, ethnicity, date of birth, and primary language choice, in the event an authorized bilingual employee is required to interface with the defendant during PTS interaction.	I
High Profile	SR-012	The system shall flag and track high profile defendants, and access shall be controlled via user/role permission. The system shall generate a high-profile form when the flag is set.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-013	The system shall allow a user with the appropriate permission to turn on/off the high-profile indicator at any time for active or inactive cases. The High-Profile (HP) indicator also needs a date parameter for a review of flagged subjects one year after flagging the record.	I
Residences	SR-014	The system shall allow for retention of multiple current and historical residential addresses, with effective dates, and the ability to add, modify, and delete residential addresses by designated users as needed.	I
	SR-015	The address records shall also have an attribute to indicate whether the defendant is homeless, or if the defendants address is unknown at the time of the record entry.	I
Financial Support	SR-016	The system shall allow for maintenance and retention of multiple current and historical financial support records, with the source (employer name, type of government assistance, retirement, disability, self-employment, etc.), the amount, contact information, length of support, and effective date.	I
	SR-017	The system shall provide the ability to record and retrain the defendant's phone numbers (mobile, home, work, etc.)	I
	SR-018	The system shall allow for the recording and retaining of the defendant's primary e-mail address.	I
	SR-019	When entering defendants into the system, the system shall allow to enter information from ages 0-120	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
Contacts and References	SR-020	The system shall provide the ability to record and retain referred persons by the defendant (family, friends, neighbors, etc.), including but not limited to name, relationship, address, language, phone number(s), etc.	I
New Investigation Records and Assignment	SR-021	The system shall allow for the creation of multiple assessments for each application record.	I
	SR-022	The system shall provide the ability to record and retain the investigation type for the programs – Name Change, Drug Court, Electronic Monitoring, and Static-99R.	I
	SR-023	The system shall display all active, unassigned assessments in work queue where designated users can easily access and management case assignments in a descending order by application number	I
	SR-024	Unassigned cases shall be grouped by program type, and user roles associated with the assigned program are restricted to view their respective cases.	I
	SR-025	The system shall control access to the program type via User Profile Permission.	I
	SR-026	The system shall allow for additional sorting capability in the unassigned assessments upon selecting a column header for any available data element on the user interface. All columns shall be sortable in ascending or descending order.	I
	SR-027	The system shall provide selected authorized users the ability to assign or	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
		reassign an assessment to an individual staff.	
	SR-028	The system shall provide the ability to record and review employee task performance for the following assessment tasks: Defendant Interview, Criminal History Background, Risk Assessment, and Court Report.	I
	SR-029	The system shall allow designated profiles the ability to perform an override of a credited employee ID for a completed task with a different employee ID.	I
	SR-030	The system shall be able to validate and perform checks to ensure that all required tasks and data elements recorded and completed before an active assessment can be completed.	I
	SR-031	Upon assigning an assessment, the system shall note the employee who assigned the assessment, including the date and time, and shall filter the assessment from the unassigned assessments. The assigned assessment shall appear in the assigned staff's work queue.	I
	SR-032	The system shall lock a record whenever a reviewer or supervisor selects the record for assignment to prevent concurrent access and assignment by multiple supervisors.	I
	SR-033	The system shall organize and display each staff's assignment worklist on a single screen where staff can easily access, manage, and work on their assigned task. Staff shall only view their assigned assessments/investigations.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-034	The assigned assessments shall be sorted by the application number in descending order, whereas, the oldest unassigned application shall reside on top while newly created applications reside at the bottom of the list.	I
	SR-035	The system shall allow for additional sorting capability upon selecting a column header for any available data element on the user interface. All columns shall be sortable in ascending or descending order.	I
	SR-036	Upon completing all assigned tasks for an assessment, the system shall clear the assigned case from the staff assignment worklist.	I
	SR-037	The system shall provide the ability to a close or inactivate an assessment.	I
Criminal History	SR-038	The system shall provide the ability to record and retain data entries of a defendant's past criminal history details, which shall include but not be limited to arrest date, arrest location (state), source of the arrest information, court case number, conviction date, conviction charge, conviction charge description, and sentencing outcomes (summary or formal probation, length of incarceration, and amount of fines).	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-039	The system shall have the ability to indicate in any designated court reports that the defendant has no documented history of criminal convictions found on available justice information systems. If there are no records found the reports should display, no data found.	I
	SR-040	The system shall support an unlimited number of criminal history records per defendant.	I
	SR-041	The system shall provide the ability to indicate the Arrest only, Adult convictions, Juvenile sustained petitions, and Pending criminal history record types.	I
	SR-042	The system shall provide the ability to export a defendant's criminal record history records to a PDF format for electronic transmission or printing.	I
Risk Assessment	SR-043	The system shall provide risk assessment models based on established criteria by current PTS programs (Electronic Monitoring [Modified Wisconsin]; Drug Court Eligibility screening and Static-99R [Static-99R Tool]).	I
	SR-044	The system shall calculate a defendant's risk score and set the risk level based on score range.	I
	SR-045	The system shall compute scores based on responses to the assessment questions.	I
	SR-046	The system shall allow for maintenance and retention of risk assessment history for a defendant.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-047	The system shall allow for multiple pretrial risk assessments for each assessment or investigation within a given application.	I
	SR-048	The system shall track and display a defendant's history of previous administered assessments.	I
Investigation Court Reports	SR-049	The system shall support the ability to create a variety of Investigation Court Reports for designated PTS Programs, including selected data elements for each program.	I
	SR-050	The system shall provide the ability to export reports to PDF file format for digital storage or printing.	I
Investigation Completion	SR-051	The system shall provide the ability to accurately monitor the file status of each assessment and pretrial monitoring record, noting it to be active assessment, active monitoring, active warrant, or inactive for effective record management.	I
	SR-052	The system shall prevent case closures based on certain conditions (e.g., certain tasks are not completed, certain information missing) and without supervisory approval.	I
	SR-053	The system shall provide the ability to automatically close cases based on certain conditions.	I
	SR-054	The system shall allow for the maintenance and retention of historical reasons, dates, and staff performing opening or closing a case.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-055	The system shall track the source of the requesting agency or entity (court, referral, or PTS agency).	I
Electronic Monitoring Program	SR-056	The system shall provide the ability to record and track defendant referrals for Electronic Monitoring. The system shall allow for maintenance and retention of EM detailed case information.	I
	SR-057	The system shall provide an efficient way to automatically determine defendant eligibility based on exclusion conditions (e.g., excluded conviction charges, pending felony cases, outstanding warrants, custody holds, rehabilitation orders, disqualifying special handing restrictions).	I
	SR-058	The system shall provide the ability to record and track placement on electronic monitoring, including tentative start and end dates.	I
	SR-059	The system shall allow designated users the ability to review and approve the completed risk assessment and the ability to submit the final recommendation codes on post-sentencing inmates.	I
	SR-060	The system shall allow users to route a completed EM application based on the risk assessment scores or court order for approval/quality check.	I
	SR-061	The system shall allow for the entry of EM disposition and case closure if the outcome code is denied. Required elements are 1) Date EM was denied; 2) Reason Sheriff denied; and 3) Comment	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-062	The system shall allow users to route an eligible EM assessment to a designated quality and control employee for further review, approval, and tracking.	I
	SR-063	The system shall flag EM abscond events if it is a court case or LASD.	I
	SR-064	The system shall provide the ability to track different levels of severity (violations) for non-compliance events.	I
	SR-065	The system shall provide the ability to track contractor audit information, including 1) Equipment Function, and 2) Violations Abscond reports within prescribed/established timeframe.	I
	SR-066	The system shall allow for the assigning of electronic monitoring vendor offices, including the ability to reassign an unlimited number of electronic monitoring records to another vendor office by authorized profiles.	I
Static-99R Program	SR-067	The system shall provide the ability to enter Static-99 information.	I
	SR-068	The system shall provide the ability to enter Facts of Offense information.	I
	SR-069	The system shall provide the ability to enter Method of Operations for Facts of Offense Sheet information.	I
	SR-070	The system shall provide the ability to track the following different Static 99 types: 1. SRG; 2. Pre-Sentence; 3. Post-Sentence	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
Civil Name Change	SR-071	The system shall provide the ability to enter information pertaining to a Civil Name Change request.	I
Drug Court	SR-072	The system shall provide the ability to enter and track Drug Court request information.	I
	SR-073	The system shall generate and submit an electronic assessment package to the Court.	I
	SR-074	The system shall provide reports based on 1) Court location and 2) Type.	I
Reporting, Letters, and Notices	SR-075	The system shall provide reports that are preconfigured, formatted reports that authorized users can access through the PSAMS Solution. These do not require users to write data complex queries and may allow users to specify a limited set of selection criteria, such as date ranges, status, caseload types on all files or cases.	I
	SR-076	The system shall generate and display a summary and a listing of staff's caseload by various criteria.	I
	SR-077	The System shall provide an Electronic Monitoring Program Assessment Report.	I
	SR-078	The system shall allow the development of custom reports by the system administrator.	I
	SR-079	The system shall provide the ability to create templates for notices and letters which County will use to generate notices and letters based on those templates and drawing from data fields in the system.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-080	The system shall provide an up to date replicated database that the County may connect to using its own SQL-based reporting tools to run queries, extract data, and create custom reports.	I
	SR-081	The system shall provide the ability to export and print report data in Excel and PDF.	I
	SR-082	The system shall generate documents individually (on-demand) or in scheduled batches.	I
	SR-083	The system shall provide the ability to format reports to accommodate different paper sizes and viewing layouts.	I
Consolidation	SR-084	The system shall allow a user with the appropriate user role the ability to consolidate defendants. Consolidation from the source defendant to the destination defendant can occur in the following two ways: 1. If the destination defendant exists, then move program record from source to destination; or 2. If the destination defendant does not exist, (a) allow the administrator to create a new defendant record, then (b) move the program record from source to destination.	I
	SR-085	The system shall check the following key data elements for defendant consolidation: CII Number, FBI Number, Probation X-Number	I
List of Values Management	SR-086	The system shall provide the administrator the ability to maintain multiple list of values (“LOV”) tables.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
User Profiles	SR-087	The system shall allow system administrators the ability to manage user profiles and user roles.	I
	SR-088	The system shall provide administrators the ability to set and manage various levels of system access and capabilities.	I
Data Interface / Integration	SR-089	The system shall provide the ability to export requested data into third-party software (MS Access, Excel, etc.) for statistical reporting and data analysis.	I
Historical Data Migration	SR-090	The vendor shall migrate/convert data from existing Probation system PPT+ with the option to archive closed cases into the new system. **Note:** The intent is to migrate the past three fiscal years + current fiscal year of data records + any pending records older than the four fiscal years from the date of the migration. See the Exhibit A.21 (Tables For Migration – Phase I).	I
Technical Architecture	SR-091	The system shall be web-based and accessible via a web browser and support windows PCs.	I
	SR-092	The system shall support a web-browser and shall be independent of the browsers – support Internet Explorer, Edge Chrome, Google Chrome, as well as any other browser that the County supports. Also, support testing when the County upgrades its browser version.	I
	SR-093	The system's database must be fully relational and require only single entry of data elements. For example, a defendant name record must be entered only once and linked to other tables.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-094	The system shall provide secured access by authentication and authorization to the County's Azure Active Directory (Azure AD).	I
	SR-095	The system shall support printers provisioned in Microsoft Windows, including but not limited to Xerox Global Print Driver, Xerox Phaser 6700DN, Xerox Phaser 4600 and Xerox WorkCenter 7545 and 5790.	I
	SR-096	The system shall provide, but not be limited to, baseline data elements for defendant, such as application (arrest and case information), assessments and investigations, criminal history, personal history (residences, financial support, education, military, and contact information) pretrial supervision (court appearances, appointment events, caseworker and case manager tasks, and associated comments to document interactions and outcomes with defendants and clients. Refer to Exhibit A.20 (PSAMS DATA ELEMENTS).	I
Application Security	SR-97	The system shall provide role-based security access rights. Permissions shall be set by user roles and include a security matrix that defines access to screens, functions, and data for specific user groups.	I
	SR-98	The system shall support various types of access permissions, including no access, read only, and read, write, and delete.	I
	SR-99	The system shall restrict visibility of screens, functions and data for	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
		unauthorized users based on user roles/security levels.	
	SR-100	The system shall provide protections against users (except System Administrator) updating data tables directly; all user updates shall be performed via the application front-end.	I
	SR-101	The system shall track the date, time, and login of any person who added, edited, or deleted a record.	I
	SR-102	The system shall provide secure login functionality with user ID and password to control access. The password module shall have the ability to “lock-out” users after a designated number of failed attempts. The module must require system administrator intervention to remove the lockout.	I
	SR-103	The system shall have the ability for the passwords to be encrypted during user authentication.	I
	SR-104	The system shall not display the password as clear text (password masking).	I
	SR-105	The system shall encrypt cookies with sensitive data (e.g., authentication cookies).	I
	SR-106	The system shall require Azure Active Directory authentication for administration User interface.	I
	SR-107	The system shall log all actions, including last login time and source location, in a non-refutable immutable way.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-108	The system shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., database error, application error).	I
	SR-109	The system shall timeout if there is no user activity for thirty minutes.	I
Data Integrity	SR-110	The system shall employ record-locking (or field locking) functionality to prevent multiple users from updating the record concurrently.	I
	SR-111	The system shall put constraints in place to avoid duplicate booking numbers (e.g., entering the same defendant, the same booking ID, the same application number, etc.) that are newer than five years in age.	I
	SR-112	The system shall provide table-driven drop downs of valid values for data elements whenever possible, and they shall be updatable by the System Administrator, to facilitate data entry and ensure data integrity.	I
	SR-113	The system shall provide field edit logic on all date and other appropriate fields to facilitate data entry and ensure data integrity.	I
Documentation / User Training	SR-114	The Contractor shall provide an entity relationship diagram for all system database tables.	I
	SR-115	The Contractor shall provide a process model for the systems with a leveled dataflow diagram, system architecture diagram and network diagram.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-116	The Contractor shall provide a data dictionary for all system database tables/data elements.	I
	SR-117	The Contractor shall provide a comprehensive user manual documenting all system operations and it should be accessible online. Manual must include screen illustrations and instructions. Instructor led step-by-step training shall be provided to assist technical users, non-technical users, and administrative personnel to operate the system.	I
	SR-118	The system shall provide a “Help ” feature that enables users to search various topics for instructions on how to perform a system task.	I
User Audit	SR-119	The system shall maintain a history of user logons.	I
	SR-120	The system shall maintain audit logs of all system changes, including date and time and person making the change. The system must keep an audit log file and identify user by name, ID, date, time, IP address, etc.	I
	SR-121	The system shall allow County System Administrators to view in real-time a list of Users that are logged on.	I
General Appearance & Usability	SR-122	All entries/updates/query forms and functions shall utilize a common look and feel with similar commands, including windows, menus, scroll bars, pop-up windows (dialogs), buttons, and list boxes.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-123	The system shall be user friendly and flow logically from screen to screen from newly created defendants through the close of the defendant's application.	I
	SR-124	The system shall provide drill down/hyperlink functionality (i.e., clicking on a hyperlink will open additional details of a record. Methods include opening a data grid, popup window, or navigation to a separate screen).	I
	SR-125	The system shall provide a means of simple spell checking for all free-text fields.	I
	SR-126	The system shall prompt users to save information when users navigate or focus from an unsaved user interface.	I
	SR-127	The system shall provide visual prompts and error messages to ensure that all required fields are completed.	I
File Upload	SR-128	The system shall have the ability for management to upload, add, or delete attached external documents associated with a specific defendant record, controlled by user system profiles.	I
Availability	SR-129	The system shall be available twenty-four hours a day, seven days a week and 365 days a year. Peak performance time will be from 8:00am till 5:00pm, Monday through Friday (with minimal acceptable downtime).	I
	SR-130	The system shall allow for the capacity to limit or restrict access times for selected users.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-131	The system shall have a disaster recovery backup plan and implementation, for use in the event the primary host location is not available for providing services.	I
	SR-132	The system shall replicate across regions in order to achieve a System recovery time objective (RTO) of two (2) hours and a system recovery point objective (RPO) of zero data loss.	I
Performance	SR-133	The system shall be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements, as business needs develop and evolve over time.	I
	SR-134	The system shall perform as specified in section IV ADDITIONAL WARRANTIES, Exhibit K (Service Level Requirements).	I
System Support	SR-135	The system shall be totally supported by the Contractor, including operating system, database, and application, for the life of the Agreement.	I
	SR-136	The Contractorr shall provide technical support as defined in Exhibit K (Service Level Requirements), I. Support Call Process.	I
	SR-137	The Contractor shall have an emergency contact telephone number available for major system problems outside of normal service support hours.	I
	SR-138	Error description for mandatory fields.	I

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
	SR-139	Any system updates and changes to the system shall be pushed out to the users in coordination with IT staff, and updated training tools and support shall be provided during these times.	I

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
New Defendant, Applications , and Assessment Records	SR-001	The system shall allow authorized users the ability to manually create an application record (arrest and associated case filing) for each defendant and automatically populate designed data elements by interfacing with authorized external source systems, such as Los Angeles Sheriff's Department (LASD) for booking and save or cancel based on the user's action.	II
	SR-002	PSAMS will have a work queue for incoming arrests coming in by API from the LASD New Arrest event so that an appropriate staff member can assign the case or take other appropriate action.	II
	SR-003	PSAMS will have a work queue for fully sentenced inmates (FSI) coming in by API from the LASD Fully Sentenced Event so that an appropriate staff member can assign the case or take other appropriate action.	II
Residences	SR-004	The system shall have the ability to validate defendant's residential addresses against major address verification vendors (like United States Postal Service, Pitney Bowes, Melissa, etc.)	II
New Investigation Records and	SR-005	The system shall provide the ability to record and retain the investigation type for the programs – Bail Deviation and Own Recognizance.	II

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
Assignment	SR-006	The system shall provide a process to route pending assessments for quality review and supervisor approval.	II
Defendant Interview	SR-007	The system shall incorporate the defendant interview questions and responses to be entered into the system for recording and retention and shall be able to interact with the PTS risk instrument factors in determining risk (Ex: C-CAT).	II
Criminal History	SR-008	The system shall have the capability to provide criminal justice information through web services on authorized interfaces. At a minimum, the system will need to interface with the Los Angeles County Sheriff's Department (LASD) Automated Justice Information System and Criminal Justice Information Services (CJIS) Charge Code Table to make selected arrest and booking information available in a temporary data storage region for automatic data population of new assessment records as specified in Exhibit A.18 (LASD Integration requirements) and to get the charge codes information from CJIS Charge Code Table as specified in Exhibit A.19 (CJIS- Charge Code Data Integration Requirements).	II
Risk Assessment	SR-009	The system shall provide risk assessment models based on established criteria by current OR Program (C-CAT).	II
	SR-010	The system shall provide the ability to enter pre-arraignment information.	II

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
Pre-arraignment Program (Bail Deviation)	SR-011	The system shall provide the ability to enter the court's decision and bail amount.	II
Pretrial Investigations Program(OR)	SR-012	The system shall provide the ability to enter and track Pretrial Investigation information.	II
	SR-013	The system shall provide the ability to generate and submit an electronic assessment package to the Court.	II
	SR-014	The system shall validate the defendant's charge code and determine if the defendant is eligible or ineligible for assessment. The system shall flag the defendant record accordingly.	II
	SR-015	The system shall provide the ability to receive notifications when an event occurs.	II
Civil Name Change	SR-016	The system shall provide the ability to electronically submit an assessment to the court.	II
Supervised Release	SR-017	The system shall allow staff to capture and track released defendants. Elements shall include 1) releasing information; 2) multiple court appearance events and outcomes; 3) a list of established court and program conditions (via a list of value [LOV] table); and 4) case notes and comments to documents a released defendant's pretrial progress.	II
	SR-018	The system shall allow for the assigning of pretrial monitoring case managers, including the ability to change an	II

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
		unlimited number of assigned pretrial monitoring records to another case manager by authorized profiles.	
	SR-019	The system shall allow staff to capture and track the release date, release court, and release court hearing type.	II
	SR-020	The system shall allow staff to capture and track total number of court appearances, release type, Failure to Appear (FTA) events, new arrest events, final court disposition codes, FTA status codes, final disposition date, and total days released.	II
	SR-021	The system shall include a warning flag to identify defendants that may pose potential hazards and/or conditions that merit special attention.	II
	SR-022	The system shall provide the ability to follow up and capture court outcomes.	II
	SR-023	The system shall allow for maintenance and retention of multiple events, which shall include the ability to capture and track court date, court location (courthouse and department), court hearing type, court disposition or outcome, and days on release (days since last court appearance, if the defendant returns to court successfully).	II
	SR-024	The system shall indicate the level of pretrial risk, based upon the existing PTS risk instrument, for tiered pretrial monitoring management and caseload sizes.	II
	SR-025	The system shall provide the ability to capture and track unlimited comments.	II

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
Alerts	SR-026	The system shall provide the ability to generate various notices based on PTS programs (e.g., Failure to Appear, Failure to Report, Condition Release Violation, Non-Compliance notification, Court Appearance, etc.).	II
	SR-027	The system shall provide the ability to generate notices in English, Spanish, and a limited number of other widely spoken languages in the Los Angeles area.	II
	SR-028	The system shall include a messaging system- Tyler Supervision Access to allow for automatic notification (Ex: text and/or email) to defendant of event information related to upcoming court date, failure to appear, Telephone Check-in, and appointments.	II
Mobile	SR-029	The system shall allow the Pretrial staff to view and manage their assigned cases via a mobile application on the Android and iOS platforms.	II
Client Portal	SR-030	The system shall allow the defendants to view their court hearing date.	II
	SR-031	The system shall allow the defendant to send messages to their case managers related to their case (phone numbers, address, check-in's..etc).	II
Reporting	SR-032	The system shall provide evidence-based performance outcome reports by defendant, caseload, unit, etc. with the ability to store monthly performance reports.	II
	SR-033	The system shall provide the ability to email reports/letters/memos.	II

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
	SR-034	The system shall provide the ability to add/manage custom reports to the application front-end report library. It shall be flexible and have intuitive ad-hoc query and reporting capabilities for users to generate the report and to determine the selection criteria of a report without knowledge of the database schema or familiarity with SQL.	II
User Profiles	SR-035	The system shall provide administrators to allow the addition of customized messages to the user in the logon screen or after logging into the system.	II
Interfaces	SR-036	All web service interface data shall be transmitted using Hypertext Transfer Protocol Secure (HTTPS) and comply with encryption standards that satisfy the County's Information Security and Privacy Requirements as defined in Exhibit J (Information Security and Privacy Requirements Exhibit).	II
	SR-037	The system's web service interface with LASD and CJIS Charge Code Table shall implement an authentication mechanism to ensure that only authorized requests are serviced.	II
	SR-038	The system shall be able to integrate, to get the CJIS Charge Code Table information either via CJIS 2.0 API(if available during PSAMS implementation) or by entering the charge code table information manually from an administrative interface. The CJIS Charge Code Table shall be developed as specified in the Exhibit A.19 (CJIS –	II

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
		Charge Code Data Integration Requirements).	
	SR-039	The system shall be able to interface with LASD to get the new arrests information as specified in II, A.18 (LASD Integration Requirements).	II
	SR-040	The system shall be able to interface with LASD to get the full sentenced inmate information as specified in III, A.18 (LASD Integration Requirements).	II
Data Interface / Integration	SR-041	The system shall allow controlled, read-only access to external government agencies (e.g., the superior court, sheriff, district attorney, etc.), to search and review limited defendant information in real-time.	II
Historical Data Migration	SR-042	The vendor shall migrate/convert data from existing Probation systems (ORMS, and PSCRP) with the option to archive closed cases into the new system. **Note:** The intent is to migrate the past three years + current fiscal years of data records (plus any pending records older than four fiscal years) from the date of the migration. See the Exhibit A.22 (Tables For Migration – Phase II).	II
Technical Architecture	SR-043	The system shall support Web Services interfaces (Multi-tier solution supporting the defendant, application, and database tiers).	II
Role-Based Dashboard	SR-044	The system shall provide a role-based dashboard as the default landing page. The dashboard shall display various statistical report metrics with data drill-	II

SYSTEM REQUIREMENTS - PHASE II

Category	ID # (Requirement Number)	Description	Phase
		down capability. Data shall also include charts, graphs, and other graphical representations of data.	
	SR-045	The dashboard shall be defined by user roles, such that a supervisor may be required to view a different set of performance metrics than line staff.	II
Digital Signature	SR-046	The system shall provide the ability to electronically sign a document.	II

Exhibit A.3

CURRENT SYSTEMS FLOW DIAGRAM

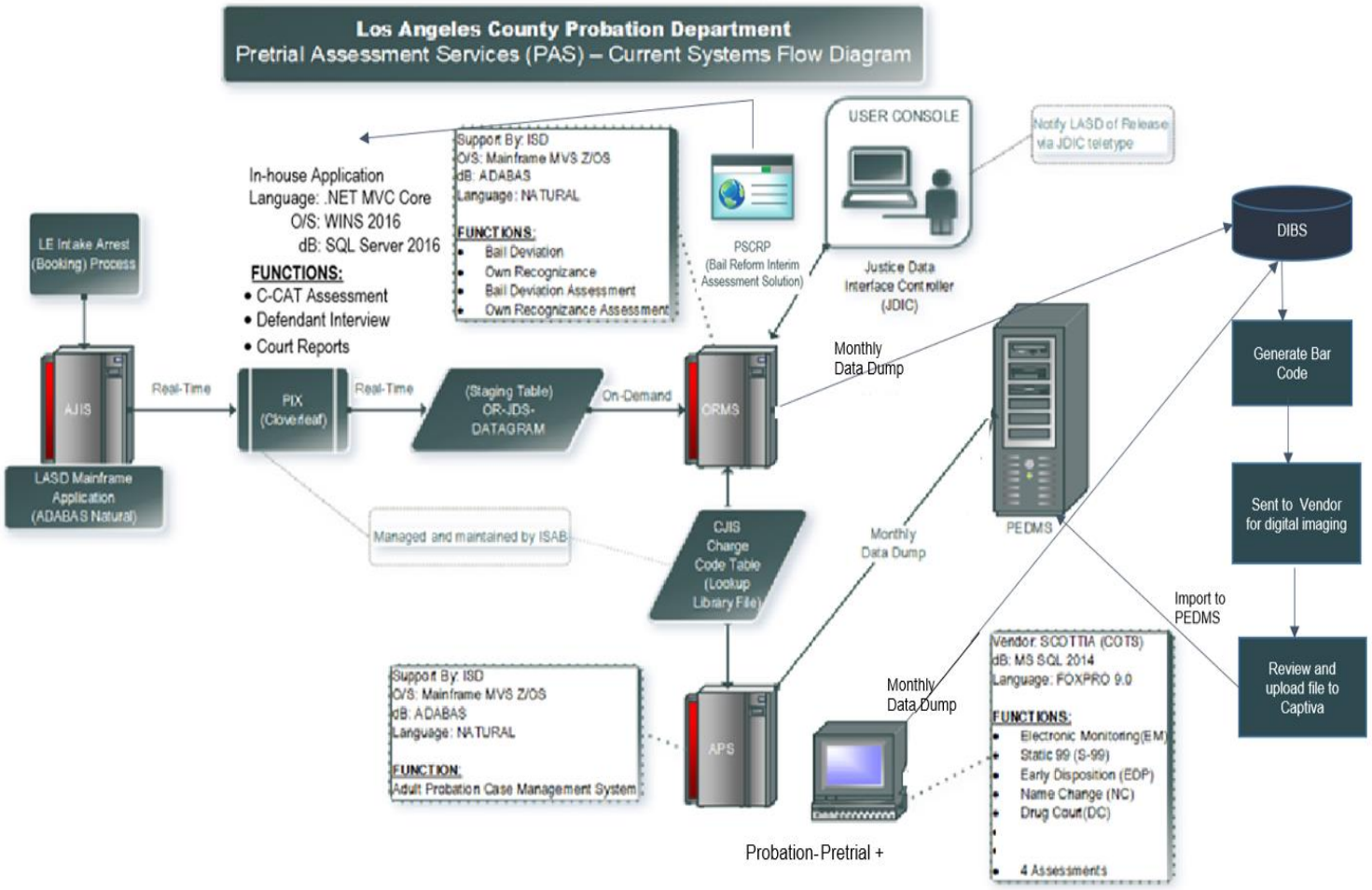


Exhibit A.4

EXISTING WORKFLOWS – STATIC-99R SRG

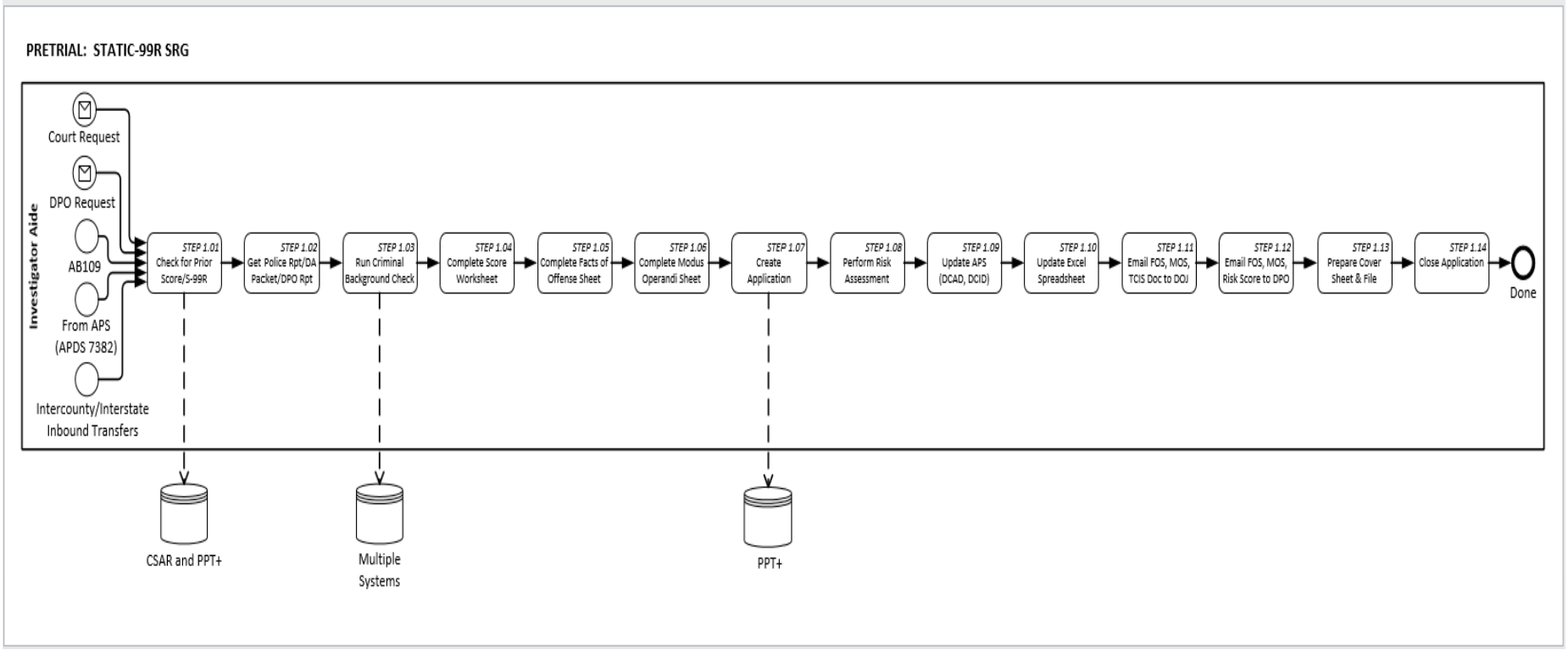


Exhibit A.5

EXISTING WORKFLOWS – STATIC- 99R PRE-SENTENCE & POST-SENTENCE

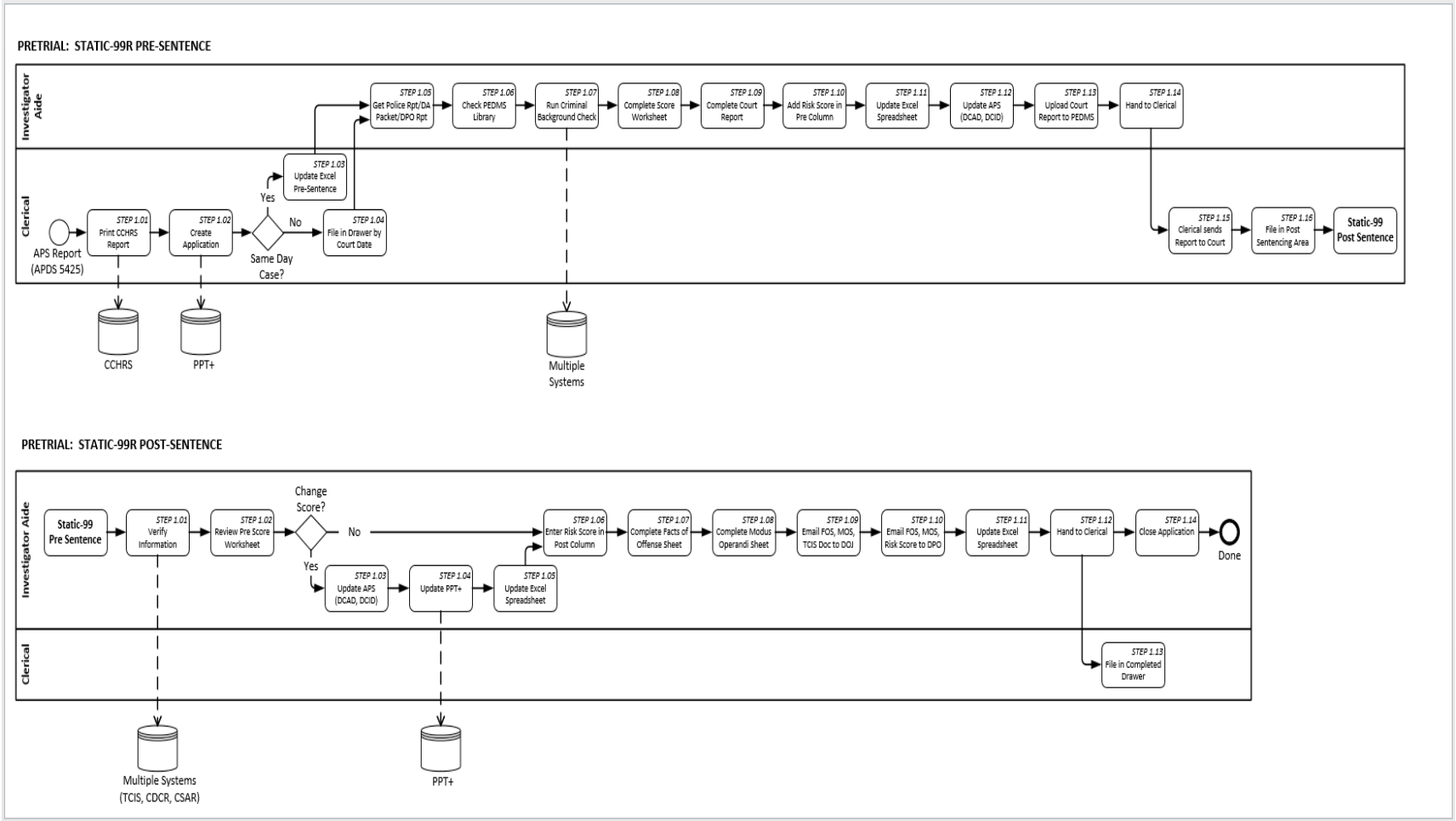
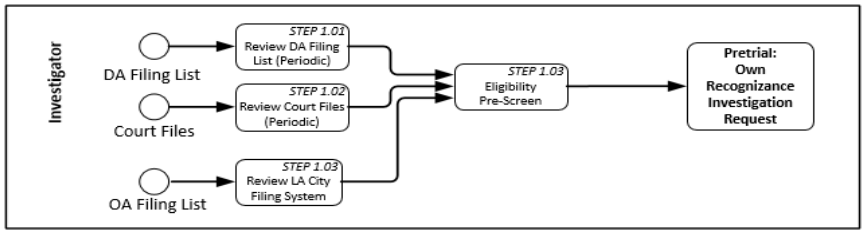


Exhibit A.6

EXISTING WORKFLOWS – OR – CANDIDATE SELECTION & INVESTIGATION REQUEST

PRETRIAL: OWN RECOGNIZANCE – CANDIDATE SELECTION



PRETRIAL: OWN RECOGNIZANCE – INVESTIGATION REQUEST

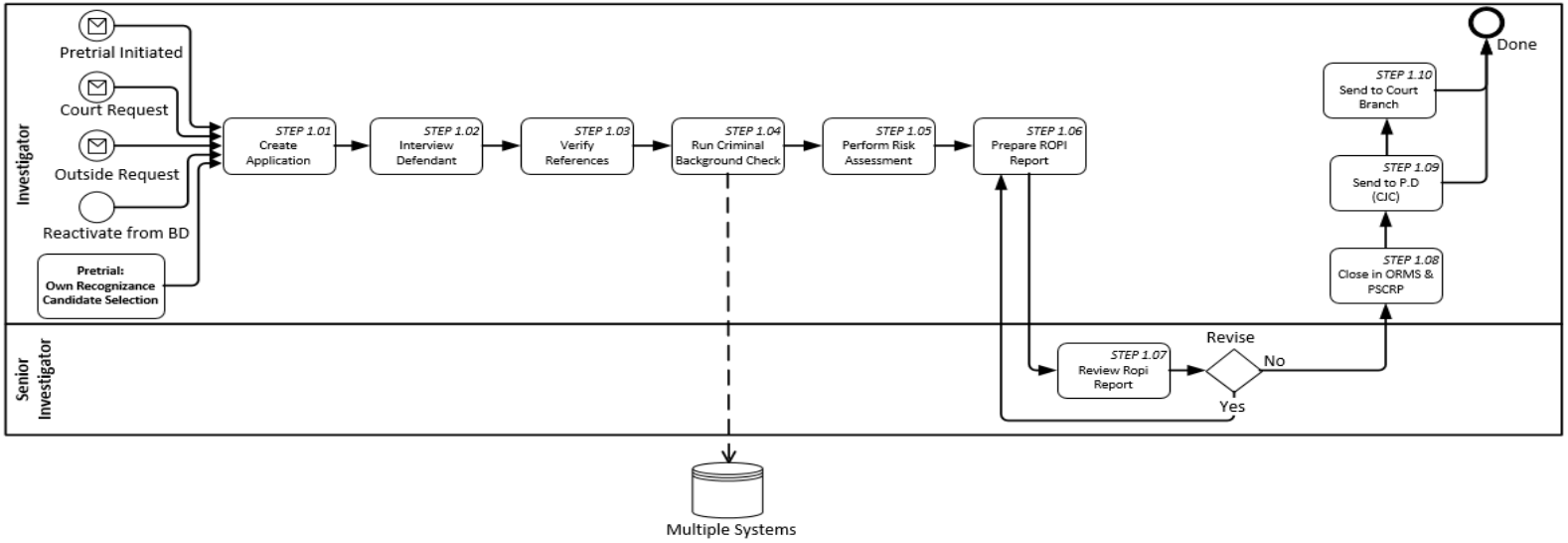


Exhibit A.7

EXISTING WORKFLOWS – BD – AGENCY REQUEST

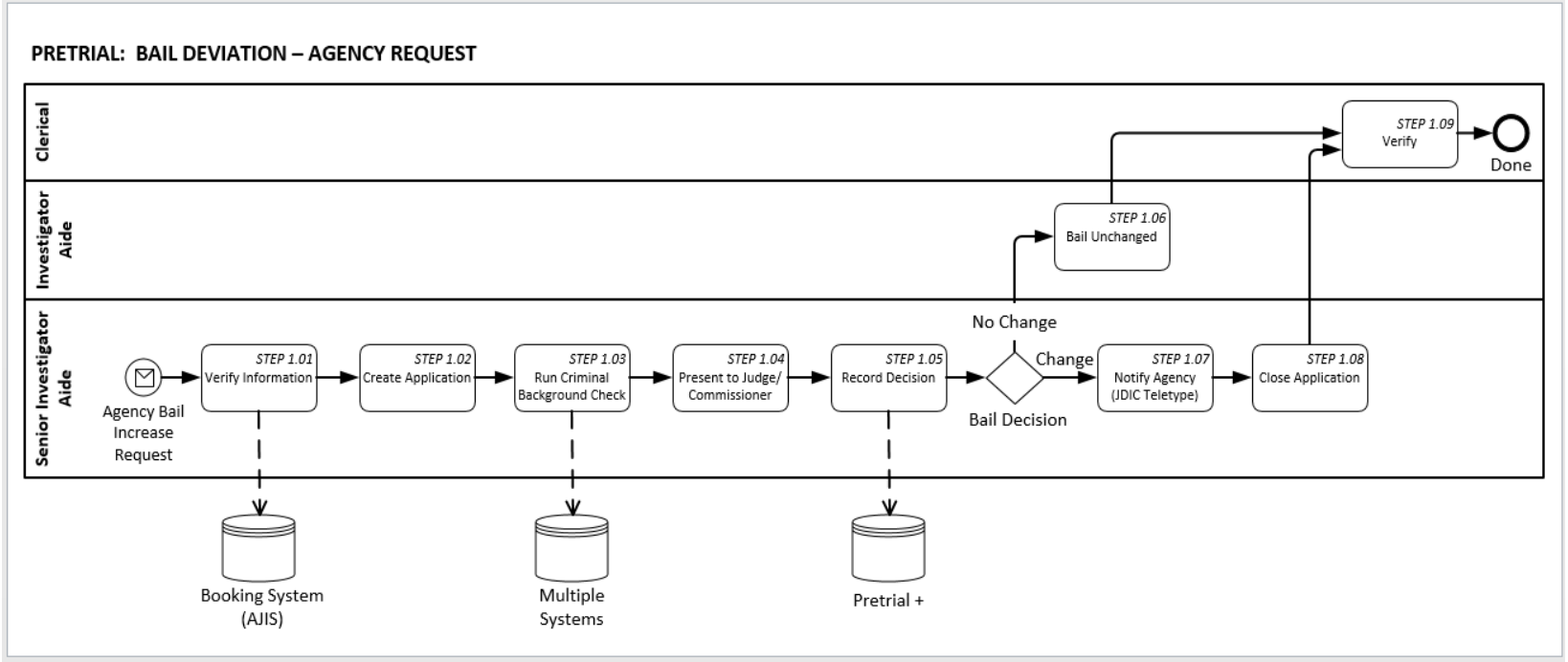


Exhibit A.8

EXISTING WORKFLOWS – BD – DEFENDANT REQUEST

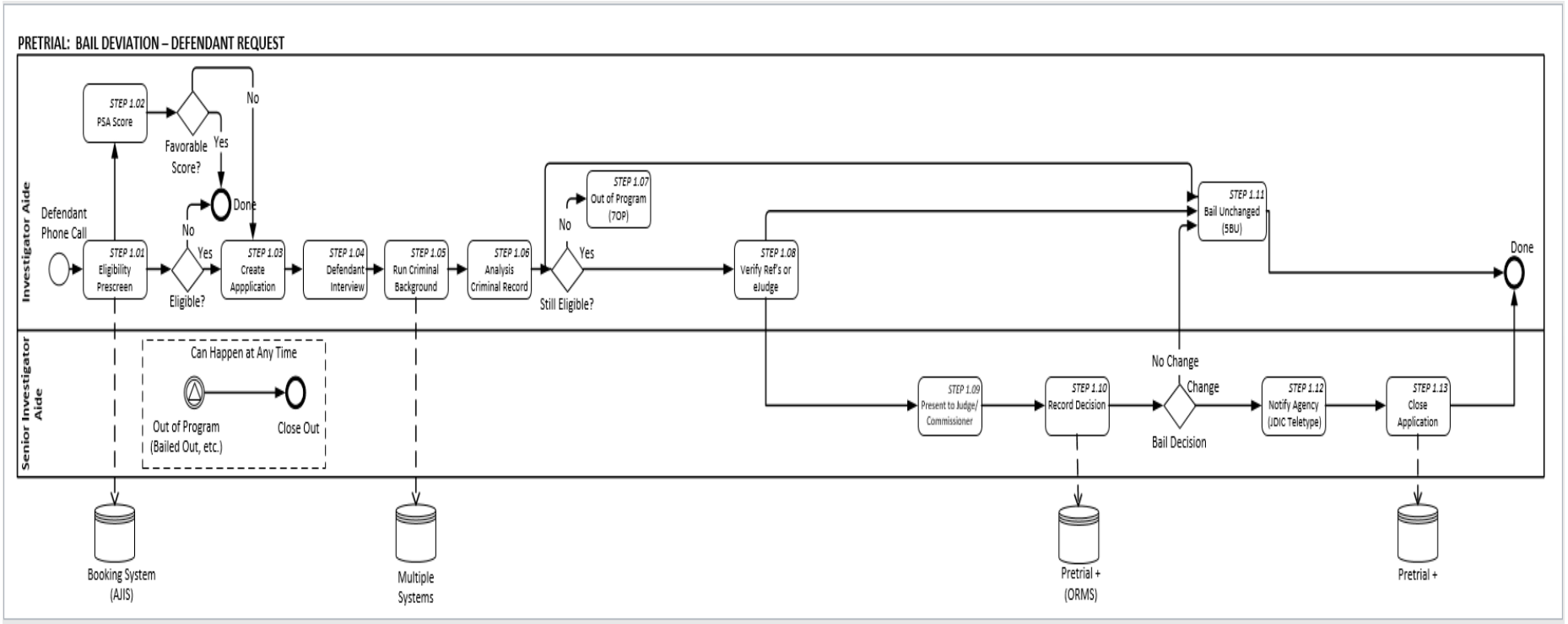


Exhibit A.9

EXISTING WORKFLOWS – DRUG COURT

PRETRIAL: DRUG COURT

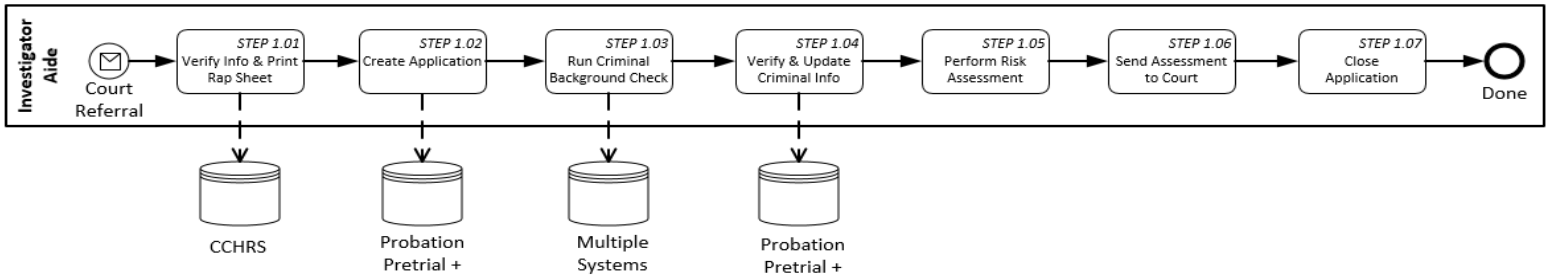


Exhibit A.10

EXISTING WORKFLOWS – NAME CHANGE - INVESTIGATION

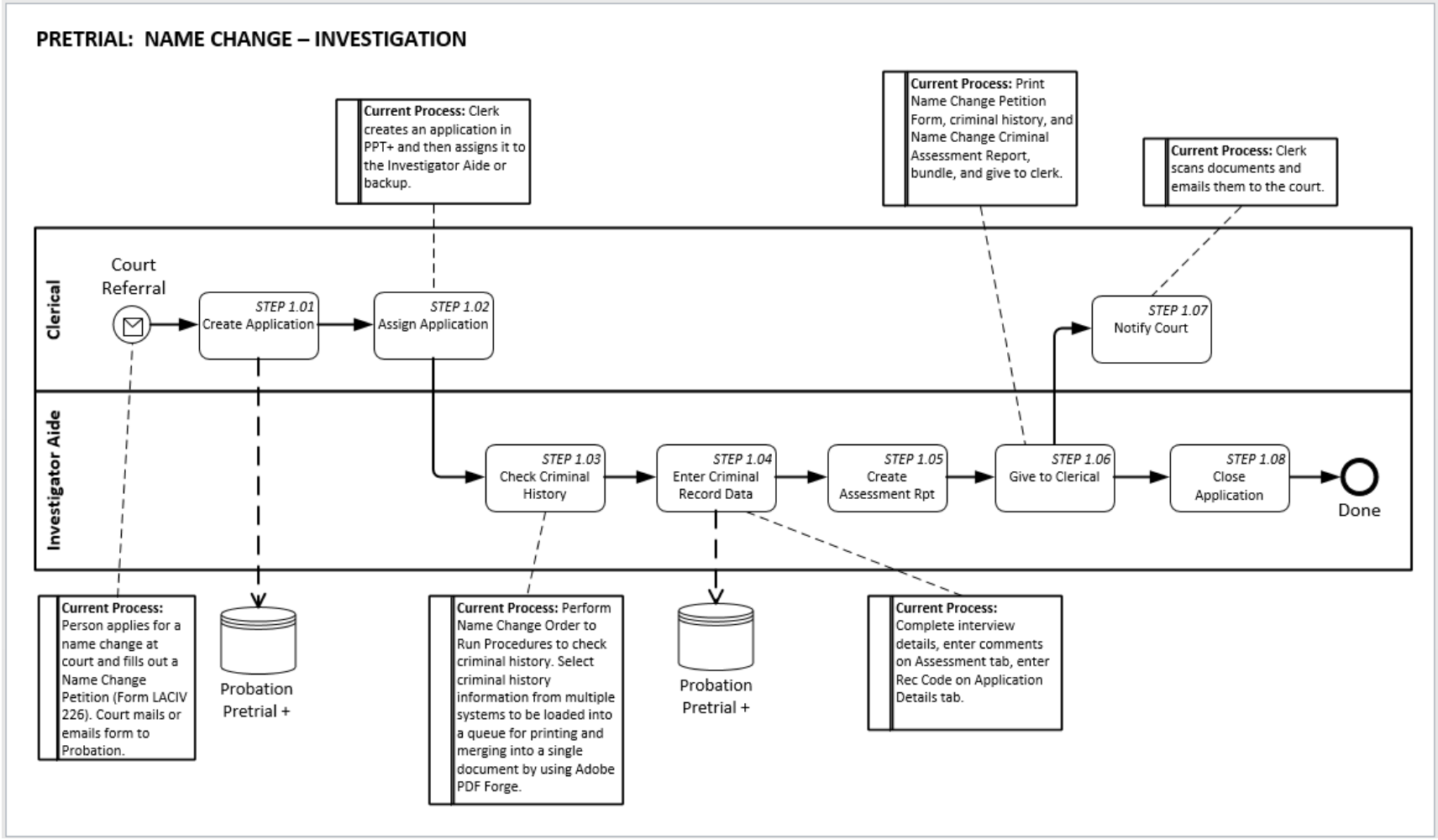


Exhibit A.11

EXISTING WORKFLOWS – RRU

PRETRIAL: RECORD RUNNING UNIT (RRU)

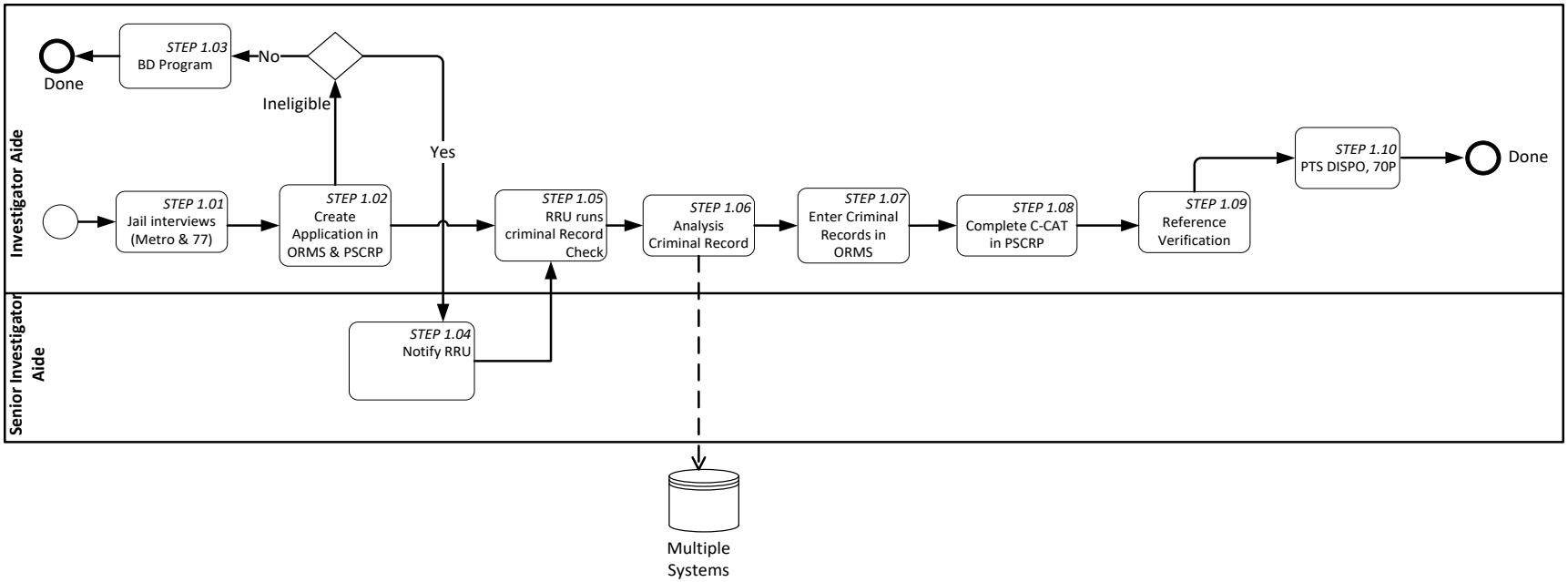


Exhibit A.12

EXISTING WORKFLOWS – PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

PRETRIAL: PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

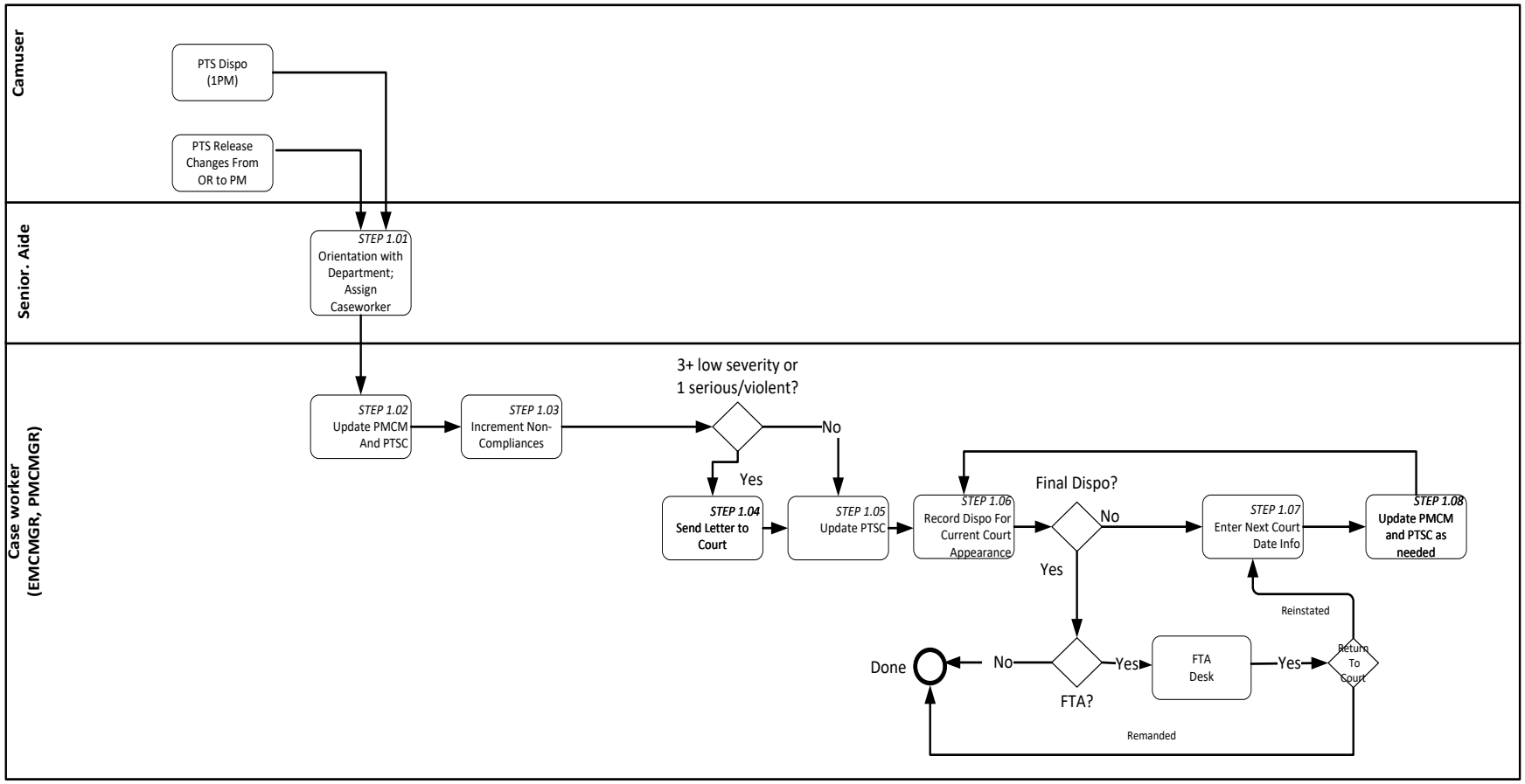


Exhibit A.13

EXISTING WORKFLOWS – REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

PRETRIAL: REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

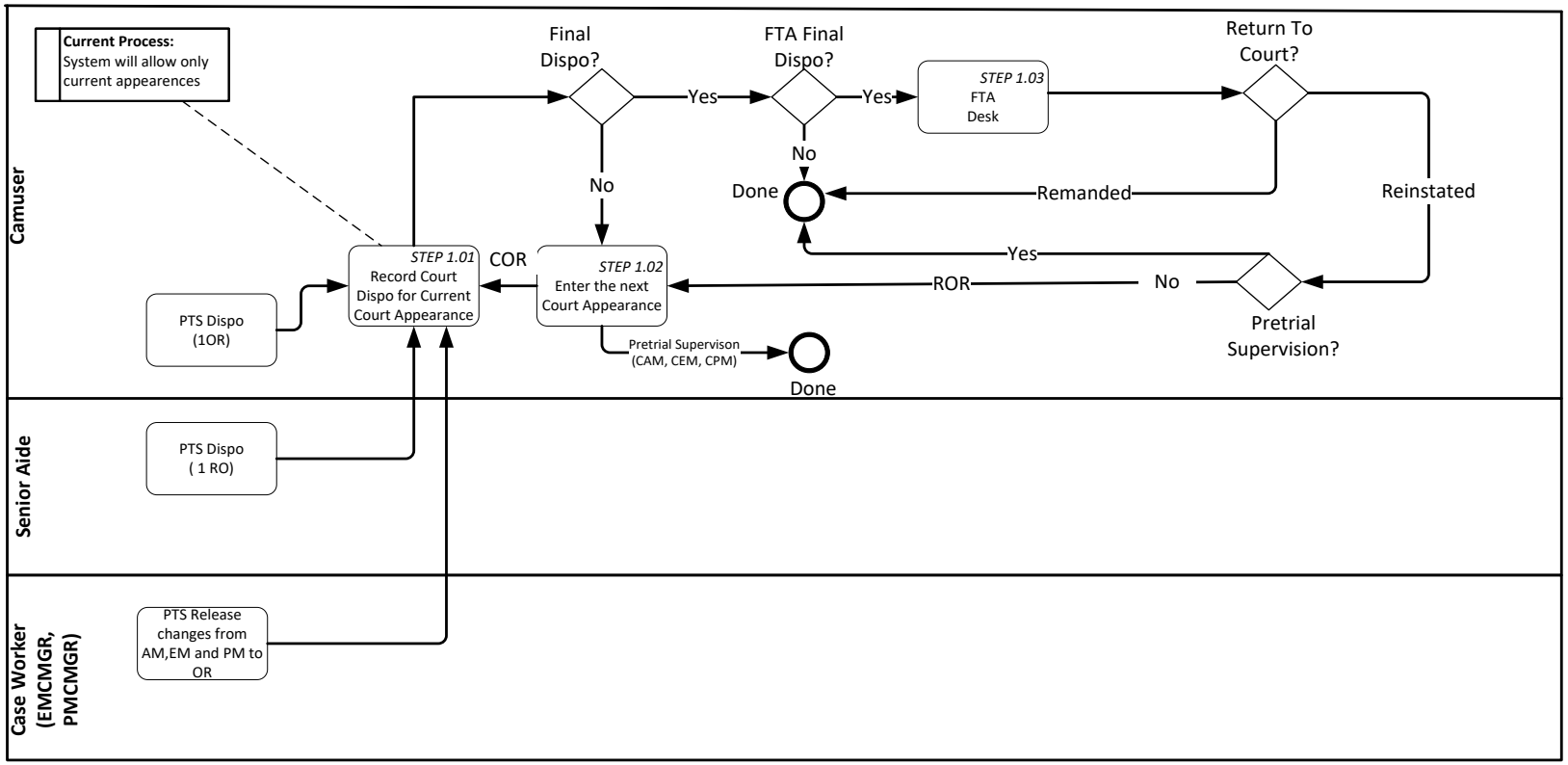


Exhibit A.14

EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – INVESTIGATION (Non-SB10 Pilot Courthouses)

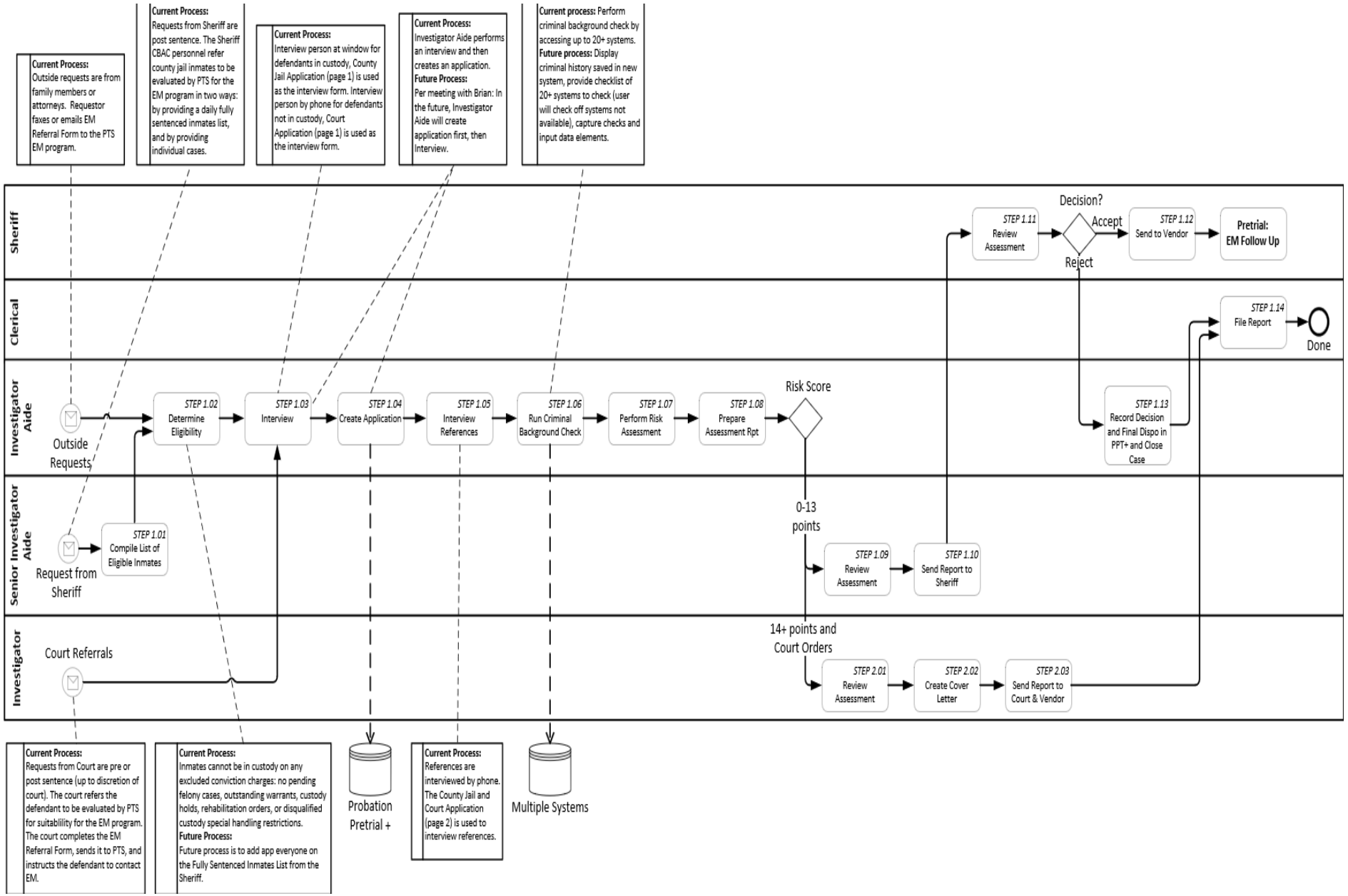


Exhibit A.15

EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP (Non-SB10 Pilot Courthouses)

PRETRIAL: ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP (Non-SB10 Pilot Courthouses)

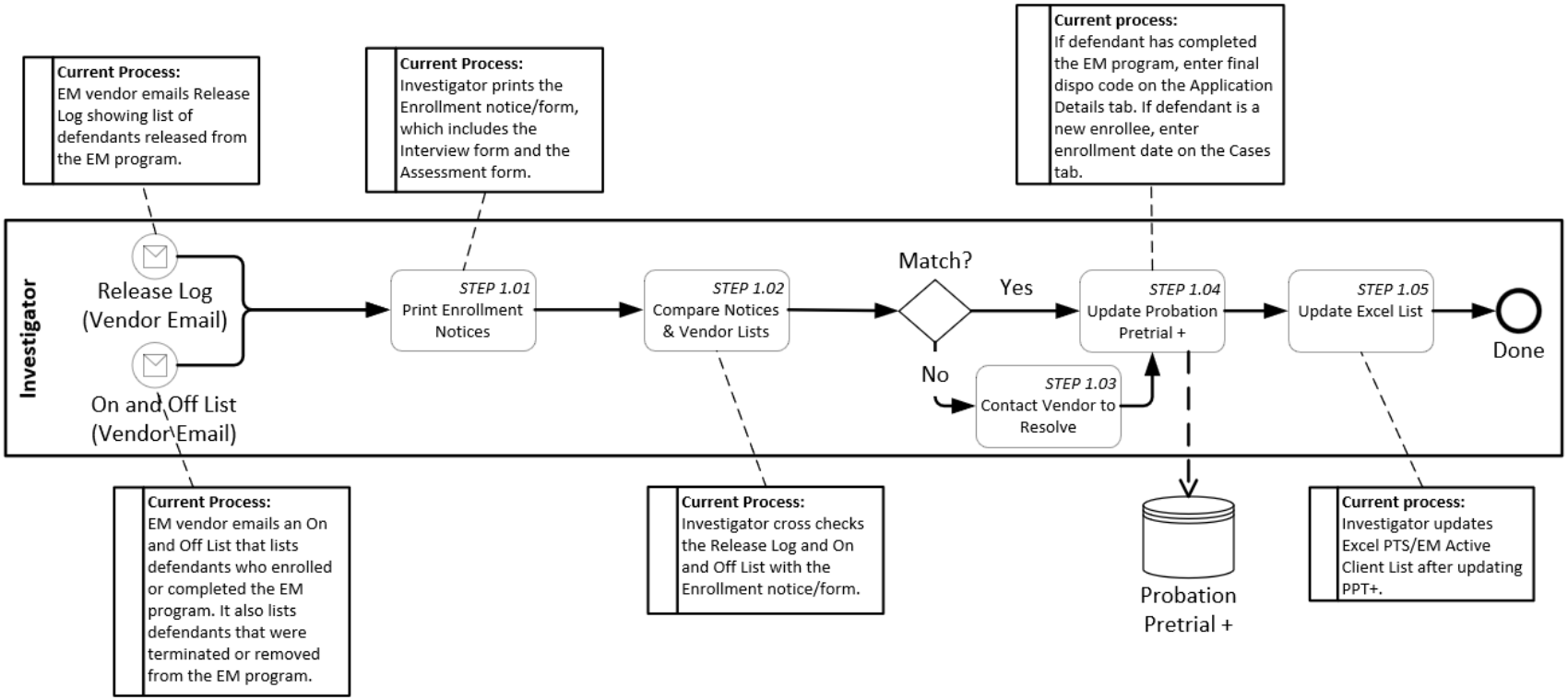


Exhibit A.16

EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – ABSCOND & NON-COMPLIANCE FOLLOW UP (Non-SB10 Pilot Courthouses)

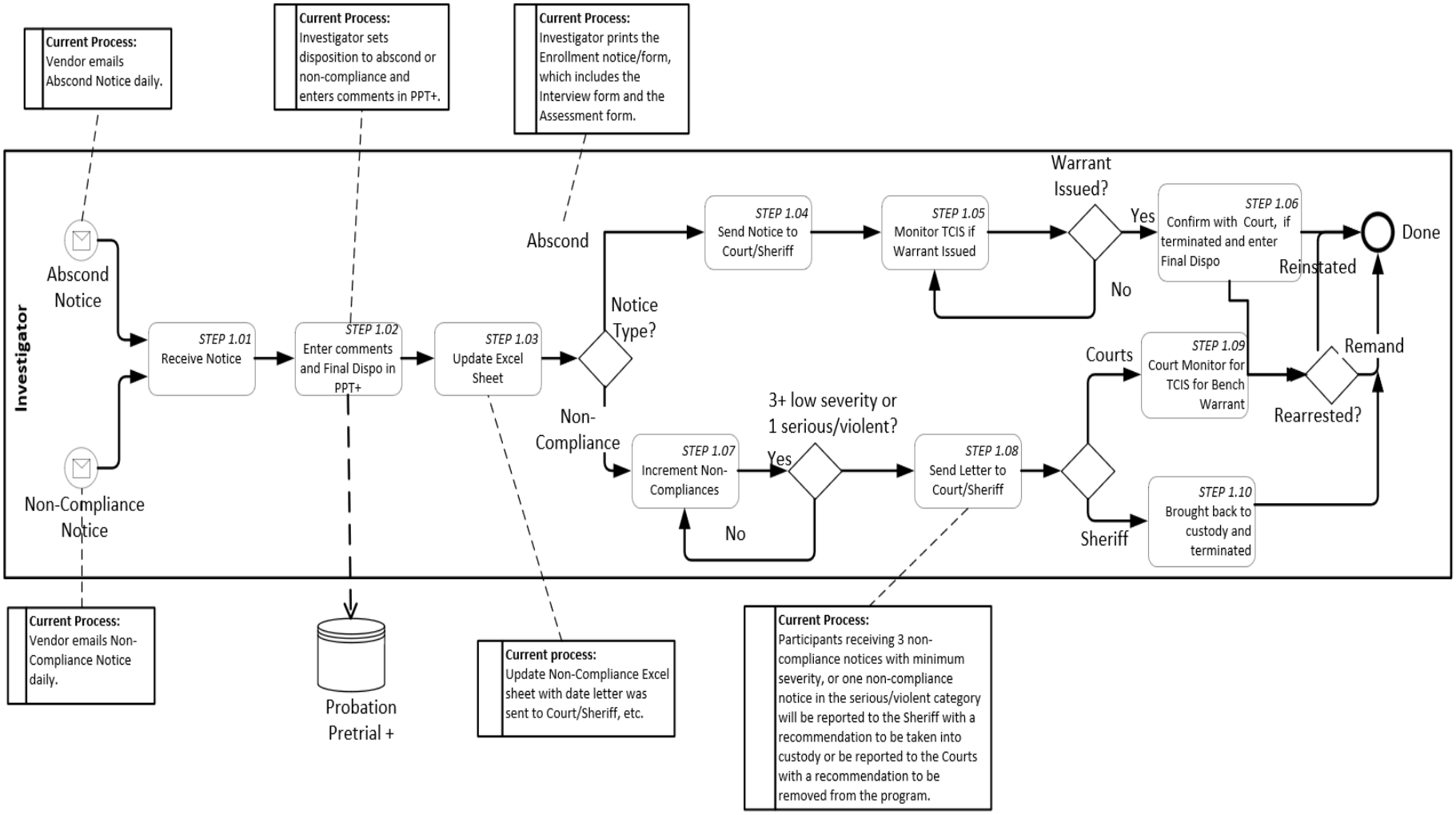
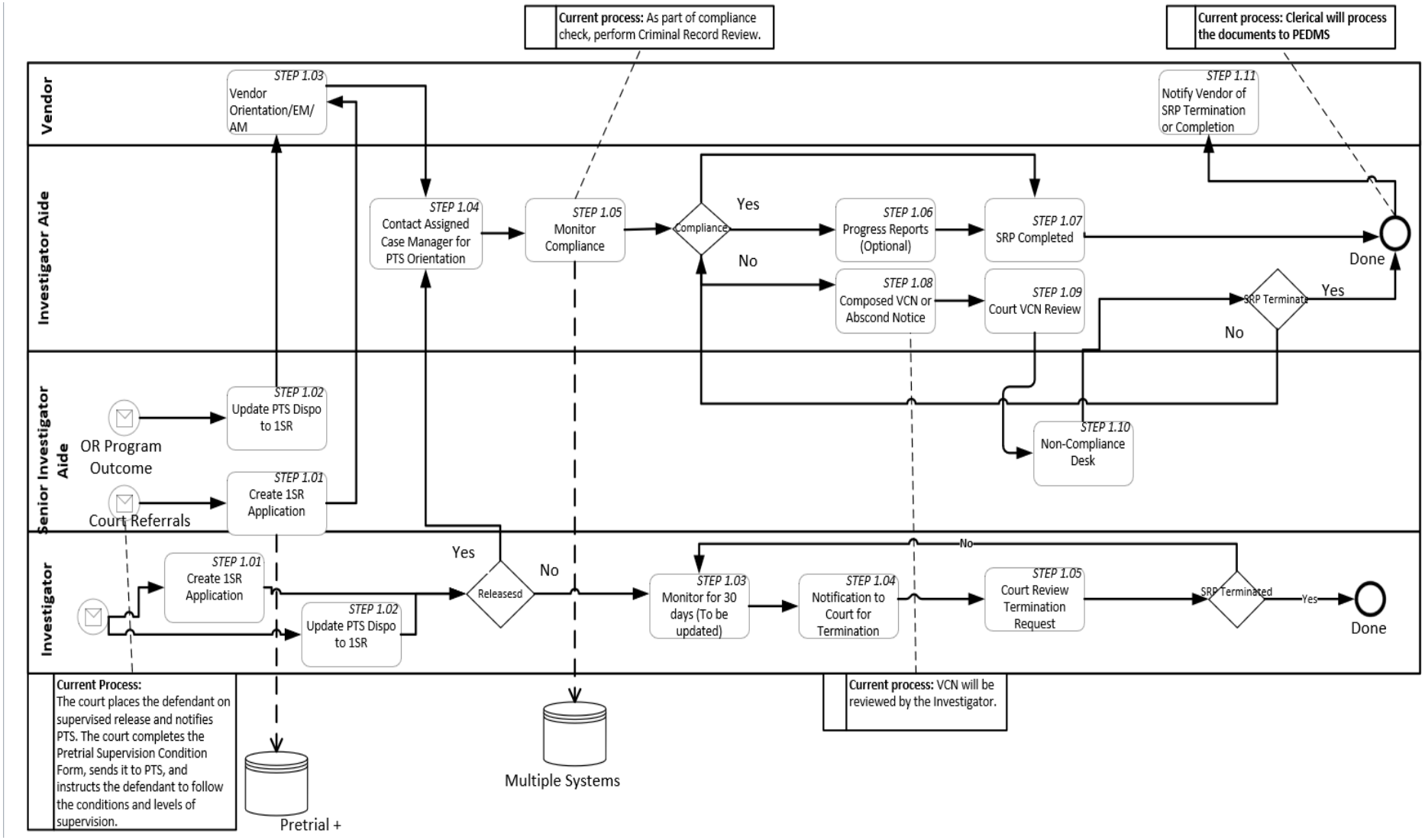


Exhibit A.17

EXISTING WORKFLOWS – SRP- SUPERVISED RELEASE PROGRAM



LASD INTEGRATION REQUIREMENTS

The County prefers any Interfaces to be specified through OpenAPI 3.0 and the contractor shall follow the Specifications for OpenAPI 3.0 along with the below requirements and others specified in Exhibit A.1.The direction of the data is one-way, i.e., from LASD to the PSAMS Solution via API.The PSAMS Solution integration with LASD must include error handling as per the OpenAPI 3.0 Specification.

I. Booking API: This is a on demand API and will be triggered after the booking number is entered and the user selects and add defendant action as specified in Exhibit A.1, along with the below requirements.

1. Contractor shall Interface with LASD and retrieve the data as specified in the table below.

Data Fields			
Field Name	**Length**	**Type**	**Description**
BKG_INMATE_FIRST_NAME	15	string	The arrested person's booked first name
BKG_INMATE_MIDDLE_NAME	15	string	The arrested person's booked middle name
BKG_INMATE_LAST_NAME	20	string	The arrested person's booked last name
BAD_INMATE_STREET_NO	10	string	The arrested person's numeric residential street address
BAD_INMATE_ADDR_STREET_NAME	25	string	The arrested person's residential street name
BAD_INMATE_ADDR_CITY	25	string	The arrested person's residential City
BAD_INMATE_ADDR_ST	2	string	The arrested person's residential State
BAD_INMATE_ADDR_ZIP	5	string	The arrested person's residential zip code

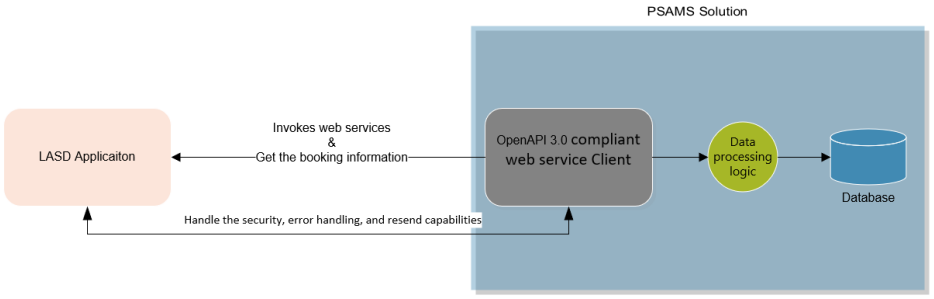
LASD INTEGRATION REQUIREMENTS

Data Fields			
Field Name	**Length**	**Type**	**Description**
BKG_DATE_OF_BIRTH	12	dateTime	The arrested person's date of birth
BKG_SEX	1	string	The arrested person's gender
BKG_HAIR (NO)	1	string	The arrested person's hair color
BKG_EYES (NO)	1	string	The arrested person's eyes color
BKG_HEIGHT (NO)	3	string	The arrested person's height
BKG_WEIGHT (NO)	3	string	The arrested person's weight
BKG_RACE	1	string	The arrested person's ethnicity
BKG_DRIV_LIC_NO	8	string	The arrested person's driving license number
BKG_DRIV_LIC_ST	2	string	The arrested person's driving license issued State
BKG_CII_NO	8	string	The arrested person's state identifier number (CII is unique to CA and it is California Identification Index)
BKG_FBI_NO	9	string	The arrested person's Federal Bureau of Investigation number
BKG_BOOKING_NO	9	string	The arrested person's booking number
BAS_ARR_AGY	4	string	The arresting agency
BAS_ARR_DATE	12	dateTime	The arrested person's arrest date

Data Fields			
Field Name	**Length**	**Type**	**Description**
BAR_ARR_CHRG	25	string	The arrested person's primary charge
BAR_ARR_CHRG_LVL	1	string	The arrested person's charge level code
CHARGE_DESC	50	string	The arrested person's charge description

2. The arrest date should be newer or within five years of the on demand date, as specified in SR-146.

PSAMS SOLUTION LASD INTEGRATION API I PROCESS FLOW – HIGH LEVEL



II. The LASD system will publish a New Arrest event. The New Arrest event will publish each arrest transaction and will include the California CII number and the LASD booking number as specified in the table below.

Field Name	Length	Type	Description
BKG_CII_NO	8	string	The arrested person's state identifier number
BKG_BOOKING_NO	9	string	The arrested person's booking number

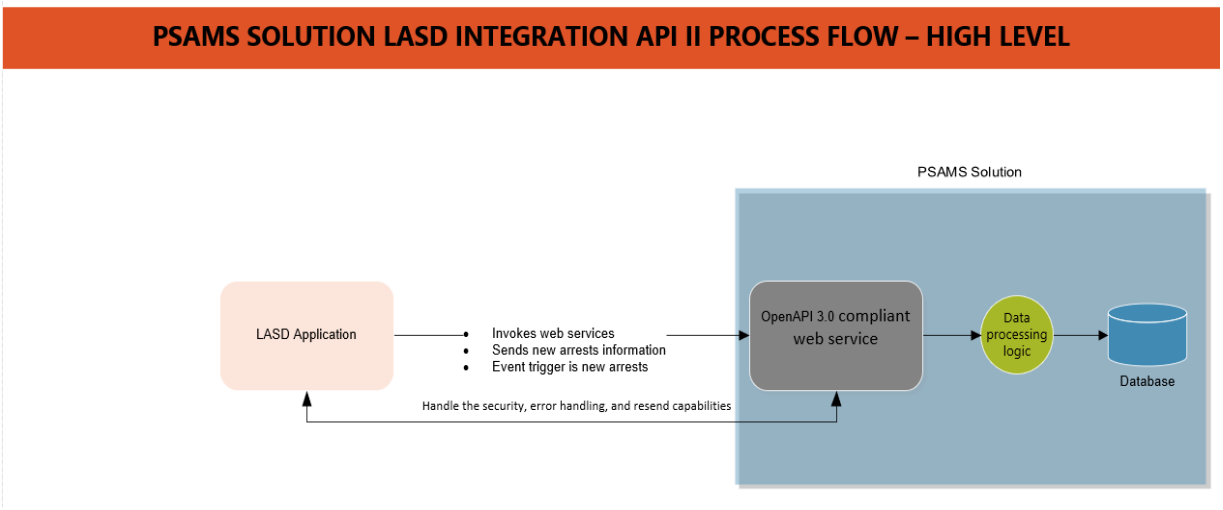
PSAMS will have a listener API that will receive these data transactions.

Upon receipt of the incoming transaction, PSAMS will check the CII and Booking Number against the following criteria:

1. CII matches an existing record in PSAMS.
2. Booking number is new; it does *not* match an existing record in PSAMS.
3. The existing record has a status of either Active or Failure to Appear.

If the incoming transaction matches an existing record as specified above, then the existing record is updated to record the additional Booking Number, and the record is flagged for action.

PSAMS places these records in a queue for the appropriate staff member to take action to resolve or assign the case.



LASD INTEGRATION REQUIREMENTS

III. The LASD system will publish a Fully Sentenced Inmate (FSI) event. Each transaction will include the data elements specified in the table below.

Field Name	Length	Type	Description
BKG_BOOKING_NO	9	string	The arrested person's booking number
BKG_INMATE_LAST_NAME	20	string	The arrested person's booked last name
BKG_INMATE_FIRST_NAME	15	string	The arrested person's booked first name
BKG_SEX	1	string	The arrested person's gender
BKG_RACE	1	string	The arrested person's ethnicity
BKG_DATE_OF_BIRTH	10	dateTime	The arrested person's date of birth in MM/DD/YYYY format
BKG-FAC	4	string	The arrested person's booking facility
BKG-MOD	4	string	The arrested person's module
CHARGE_NO	25	string	The arrested person's booking charge
BKG-RELEASE-DATE	10	dateTime	The arrested person's release date
BKG-SENTENCE-STAT	1	string	The arrested person's sentence status level
BKG-HOLD-FLAG	1	string	The arrested person's booking hold flag

LASD INTEGRATION REQUIREMENTS

Upon receipt of the incoming transaction, PSAMS will check if the sentenced status is a value of “3” and also if the release date is greater than today’s date plus the number of days in the Pretrial Services Bureau release threshold parameter (expressed in days). PSAMS will provide the ability to modify the threshold parameter as a system setting.

PSAMS places these records in a queue for the appropriate staff member to take action to resolve or assign the case.

PSAMS SOLUTION LASD INTEGRATION API III PROCESS FLOW – HIGH LEVEL

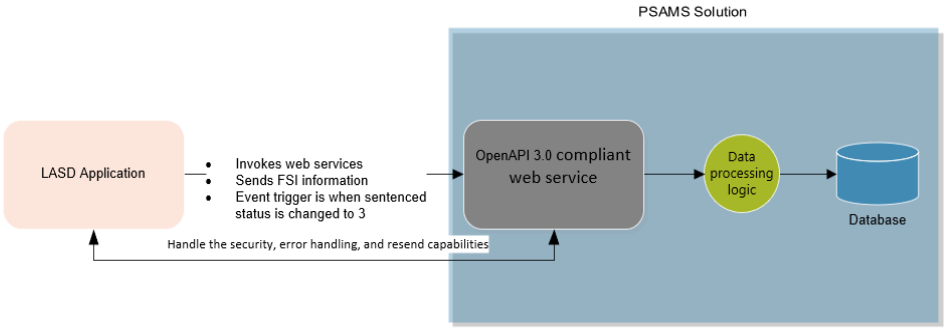


Exhibit A.19

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

1. Contractor shall Interface with the County's planned CJIS 2.0 API, if it is available during PSAMS Solution implementation to get the CJIS Charge Code Table data. Below are the CJIS Charge Code Table elements along with the sample data.The Contractor shall provide a service mechanism specified through OpenAPI 3.0 to receive all this information into PSAMS Solution.

   Data Sample

	A	B	C	D	E	F	G	H	I	J	K
1	Code	Statute	Literal_Identifier	Degree	Level	Full_Description	Short_Description	Reduce_Flag	Violent_Flag	Classification_Code	BCS_Hierarchy_Code
2	PC	187(A)		1	F	MURDER - 1ST DEGREE	MURDER - 1ST DEGREE	N	Y	HO	1200
3	PC	187(A)		2	F	MURDER - 2ND DEGREE	MURDER - 2ND DEGREE	N	Y	HO	2300
4	PC	187(A)	1		F	MURDER	MURDER				0
5	PC	187(A)	2		F	MURDER OF HUMAN FETUS	MURDER OF HUMAN FETUS				0
6	PC	187(A)	3		F	MURDER- SPEC ALLEG FOR FINANCIAL GAIN	MURDER-FINANCIAL GAIN				0
7	PC	187(A)	4		F	MURDER-SPEC ALLEG OF PRIOR MURDER CONVICT	MURDER-PRI MURDER CONVICT				0
8	PC	187(A)	5		F	MURDER-SPEC ALLEG OF MULTIPLE MURDERS	MURDER-MULTIPLE MURDERS				0
9	PC	187(A)	6		F	MURDER-SPEC ALLEG BY DESTRUCTIVE DEVICE/BC	MURDER-BOMB/DEVICE/EXPLOS				0
10	PC	187(A)	7		F	MURDER-SEPC ALLEG TO AVOID ARREST OF DURIN	MURDER-AVOID ARREST/ESCAP				0
11	PC	187(A)	8		F	MURDER-SPEC ALLEG BY MAIL BOMB	MURDER-MAIL BOMB				0
12	PC	187(A)	9		F	MURDER-SPEC ALLEG OF A PEACE OFFICER ENGAG	MURDER-PEACE OFFICER				0
13	PC	187(A)	10		F	MURDER- SPEC ALLEG OF FERDERAL OFFICER ENG/	MURDER- FED OFFICER				0
14	PC	187(A)	11		F	MURDER- SPEC ALLEG OF FIREFIGHTER	MURDER- FIREFIGHTER				0
15	PC	187(A)	12		F	MURDER-TO PREVENT TESTIMONY	MURDER-PREVENT TESTIMONY				0
16	PC	187(A)	13		F	MURDER- SPEC ALLEG OF A PROSECUTOR	MURDER- PROSECUTOR				0
17	PC	187(A)	14		F	MURDER- SPEC ALLEG OF A JUDGE	MURDER-JUDGE				0
18	PC	187(A)	15		F	MURDER- SPEC ALLEG OF A PUBLIC OFFICIAL	MURDER-PUBLIC OFFICIAL				0
19	PC	187(A)	17		F	MURDER- SPEC ALLEG LF LYING IN WAIT	MURDER-LYING IN WAIT				0
20	PC	187(A)	18		F	MURDER-SPEC ALLEG DUE TO VICTIM'S RACE/RELI	MURDER-RACE/RELI/NAT/ORG				0
21	PC	187(A)	20		F	MURDER-SPEC ALLEG OF TORTURE	MURDER-TORTURE				0
22	PC	187(A)	21		F	MURDER- SPEC ALLEG OF POISONING	MURDER-POISONING				0
23	PC	187(A)	22		F	WILLFULL,DELIBERATE,PREMEDITATED ATTEMPTE	ATTEMPTED MURDER				0

	L	M	N	O
1	Effective_Date	Expiration_Date	Expiration_Reason	Master_ID
2	1970-11-23	2099-12-31		3162
3	1970-11-23	2099-12-31		3165
4	1900-07-01	2099-12-31		10464
5	1900-07-01	2099-12-31		10476
6	1900-07-01	2099-12-31		10482
7	1900-07-01	2099-12-31		10483
8	1900-07-01	2099-12-31		10484
9	1900-07-01	2099-12-31		10485
10	1900-07-01	2099-12-31		11537
11	1900-07-01	2099-12-31		10488
12	1900-07-01	2099-12-31		10489
13	1900-07-01	2099-12-31		10465
14	1900-07-01	2099-12-31		10467
15	1900-07-01	2099-12-31		11536
16	1900-07-01	2099-12-31		10470
17	1900-07-01	2099-12-31		10431
18	1900-07-01	2099-12-31		10472
19	1900-07-01	2099-12-31		10473

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

Parameters & Schema	Type
PATH PARAMETERS id required	integer Matches the internal ID (primary key) of the charge code. Returns an array of zero (no match) or one (match) charge code.
HEADER PARAMETERS x-api-key required	string API key enforced by AWS API Gateway
REQUEST BODY SCHEMA: application/json	
code required	string <= 2 characters
statute required	string <= 18 characters
literal_id	string <= 3 characters Three-character description of specifics associated with the same charge; e.g. COC for Cocaine, PCP for Phencyclidine
degree	string <= 1 characters Identifies the degree of a specific charge. There are only two types of degree, 1 and 2. Only associated with three charges - burglary, robbery and murder.
offense_level required	string <= 1 characters Enum: "F" "M" "I" "O" "J" Identifies F - felony, M - misdemeanor, I - infraction, O - other, J - juvenile
full_description required	string <= 60 characters
short_description	string <= 25 characters
classification_code	string <= 2 characters Identifies type of charge; e.g. HO - Homicide, RO - Robbery. Originally created based on BCS code groups.
violent_flag	string <= 1 characters Enum: "Y" "N"

Parameters & Schema	Type
	Whether charge is classified as a violent offense.
reduce_flag	string <= 1 characters Enum: "Y" "N" Whether a felony charge is reducible to a misdemeanor.
bcs_hierarchy	integer <= 6 characters Originally obtained from BCS code listing and pertains to the seriousness of the offense. Lower numbers are more serious.
eff_date	string <= 10 characters Effective date
exp_date	string <= 10 characters Expiration date; often used to designate a charge as invalid.
reason	string <= 40 characters Reason for expiring a charge

Charge Code API & Schema

```
openapi: 3.0.2
info:
  version: 1.0.0
  title: Charge Code API
  description: API for reading, adding, and updating CJIS charge
codes
servers:
  - url: "http//:localhost:6010/api"
    description: "Local workstation, no API Gateway"
  - url: "https://api-dev.codes.lacounty-isab.org/api/v1"
    description: Development environment
  - url: "https://api-test.codes.lacounty-isab.org/api/v1"
    description: Test environment
  - url: "https://api.codes.lacounty-isab.org/api/v1"
    description: Production environment
paths:
  '/ChargeCode/{id}':
    get:
      summary: Get charge by id
      description: Query a single charge code by ID.
      parameters:
        - name: id
```

```
          in: path
          description: >-
            Matches the internal ID (primary key) of the charge
code.
            Returns an array of zero (no match) or one (match)
charge code.
          required: true
          schema:
            type: integer
        - $ref: "#/components/parameters/x-api-key"
      responses:
        '200':
          $ref: "#/components/responses/ChargeCodeList"
  '/ChargeCode/{code}/{statute}':
    get:
      summary: Get charges by code and statute
      description: Match charges with code and statutes that begin
with provided value.
      parameters:
        - name: code
          in: path
          description: Matches the two character code
          required: true
          schema:
            type: string
        - name: statute
          in: path
          description: Matches the beginning of the statue.
          required: true
          schema:
            type: string
        - $ref: "#/components/parameters/x-api-key"
      responses:
        '200':
          $ref: "#/components/responses/ChargeCodeList"
  '/ChargeCode/{code}/{statute}/{level}':
    get:
      summary: Get charges by code, statute, and level
      description: Match charges with code and statutes that begin
with provided value.
      parameters:
        - name: code
          in: path
          description: Matches the two character code exactly
          required: true
          schema:
            type: string
        - name: statute
          in: path
```

```
        description: Matches the beginning of the statue.
        required: true
        schema:
          type: string
      - name: level
        in: path
        description: Matches the charge level exactly
        required: true
        schema:
          type: string
      - $ref: "#/components/parameters/x-api-key"
    responses:
      '200':
        $ref: "#/components/responses/ChargeCodeList"
'/ChargeCode':
  get:
    summary: Get all charge codes
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    responses:
      "200":
        $ref: "#/components/responses/ChargeCodeList"
  post:
    summary: Create a charge code
    description: Adds a new CJIS charge code
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    requestBody:
      description: New charge code without id
      content:
        application/json:
          schema:
            $ref: "#/components/schemas/NewChargeCode"
    responses:
      "200":
        description: ID of created charge code
        content:
          application/json:
            schema:
              type: object
              properties:
                insertId:
                  type: integer
            example:
              insertId: 4325
      "400":
        $ref: "#/components/responses/InvalidRequest"
      "403":
        $ref: "#/components/responses/Unauthorized"
```

```
        "500":
          $ref: "#/components/responses/DatabaseError"
      security:
        - cjis-auth: []
    patch:
      summary: Update a charge code
      description: Update an existing charge code
      parameters:
        - $ref: "#/components/parameters/x-api-key"
      requestBody:
        description: Updated charge code with id
        content:
          application/json:
            schema:
              $ref: "#/components/schemas/ChargeCode"
      responses:
        '200':
          description: 200 number of changed rows
          content:
            application/json:
              schema:
                type: object
                properties:
                  changedRows:
                    type: integer
              example:
                changedRows: 1
        '400':
          $ref: "#/components/responses/InvalidRequest"
        '403':
          $ref: "#/components/responses/Unauthorized"
        '500':
          $ref: "#/components/responses/DatabaseError"
      security:
        -  cjis-auth: []
components:
  schemas:
    NewChargeCode:
      type: object
      required:
        - code
        - statute
        - offense_level
        - full_description
        - template_id
      properties:
        code:
          type: string
          maxLength: 2
```

```
        statute:
          type: string
          maxLength: 18
        literal_id:
          type: string
          maxLength: 3
          description: >-
             Three-character description of specifics associated
with
             the same charge; e.g. `COC` for Cocaine,
             `PCP` for Phencyclidine
        degree:
          type: string
          maxLength: 1
          description: >-
            Identifies the degree of a specific charge.
            There are only two types of degree, `1` and `2`.  Only
            associated with three charges - burglary, robbery and
murder.
        offense_level:
          type: string
          maxLength: 1
          description: >-
            Identifies `F` - felony, `M` - misdemeanor, `I` -
infraction,
             `O` - other, `J` - juvenile
          enum:
            - F
            - M
            - I
            - O
            - J
        full_description:
          type: string
          maxLength: 60
        short_description:
          type: string
          maxLength: 25
        classification_code:
          type: string
          maxLength: 2
          description: >-
            Identifies type of charge; e.g. `HO` - Homicide, `RO` -
Robbery.
            Originally created based on BCS code groups.
        bcs_class_code:
          type: string
          maxLength: 3
          description: >-
```

```
            Numeric BCS code assigned by the state to group charges
by type
            of offense.
        reduce_flag:
          type: string
          maxLength: 1
          description: >-
            Whether a felony charge is reducible to a misdemeanor.
          enum:
            - Y
            - N
        violent_flag:
          type: string
          maxLength: 1
          description: >-
            Whether charge is classified as a violent offense.
          enum:
            - Y
            - N
        register_flag:
          type: string
          maxLength: 1
          description: >-
            Whether charge requires subject to register.  Three
types of
            registration are arson, narcotics and sex.  `C` was
later added
            for conditional registration.
          enum:
            - Y
            - N
            - C
        destruct_flag:
          type: string
          maxLength: 1
          description: >-
            Whether HS code violations require an agency to destroy
records
            after a certain date.  Data comes from APS.
          enum:
            - Y
            - N
        reporting_district:
          type: string
          maxLength: 2
          description: >-
            Abbreviaton of state agency receiving reportable data.
Data for
            this field originally obtained from MCI.
```

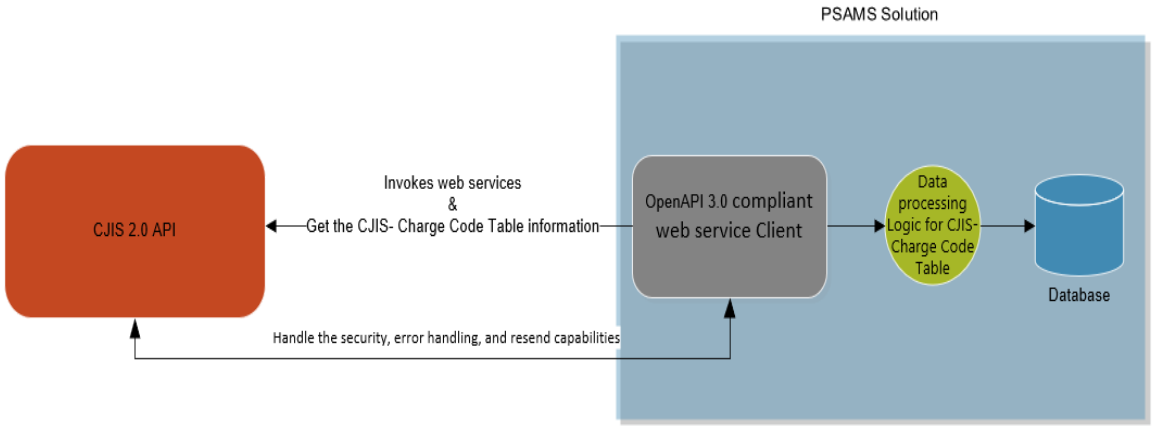
```
        bail_amount:
          type: string
          maxLength: 9
          description: >-
            Originally obtained from bail schedules developed by
Municipal
            and Superior courts.
        bcs_hierarchy:
          type: integer
          maxLength: 6
          description: >-
            Originally obtained from BCS code listing and pertains
to the
            seriousness of the offense.  Lower numbers are more
serious.
        eff_date:
          type: string
          maxLength: 10
          description: Effective date
        exp_date:
          type: string
          maxLength: 10
          description: Expiration date; often used to designate a
charge as invalid.
        reason:
          type: string
          maxLength: 40
          description: Reason for expiring a charge
        composite_key:
          type: string
          maxLength: 33
          description: |
            A concatenation of six fields used to enforce uniqueness
of entries
            within ADABAS table `32757`.
            * `code` - 2 characters
            * `statute` - 18 characters
            * `literal_id` - 3 characters
            * `degree` - 1 character
            * `offense_level` - 1 character
            * `exp_date` - 8 characters
        alt_composite_key:
          type: string
          maxLength: 33
          description: Same as `alt_composite_key`
        state_cjis_code:
          type: string
          maxLength: 7
          description: Requested by CCHRS in 2002
```

```
        custody_code:
          type: string
          maxLength: 1
          description: Requested by APS in 1991
        sentence_range:
          type: string
          maxLength: 12
          description: Requested by ACTS and DIMS in 1991
        template_id:
          type: integer
          format: int32
          minimum: 0
          description: Used as primary key by original ADABAS
`32757` table
    ChargeCode:
      allOf:
        - $ref: "#/components/schemas/NewChargeCode"
        - type: object
          required:
            - id
          properties:
            id:
              type: integer
            last_updated:
              type: string
              maxLength: 10
  responses:
    ChargeCodeList:
      description: A list of charge codes
      headers:
        x-amzn-RequestId:
          $ref: "#/components/headers/x-amzn-RequestId"
      content:
        application/json:
          schema:
            type: array
            items:
              $ref: "#/components/schemas/ChargeCode"
          example:
            - id: 2309
              code: PC
              statute: 12220(A)
              literal_id: ""
              degree: ""
              offense_level: M
              full_description: POSSESS/TRANSPORT MACHINEGUN
              short_description: WEAPONS VIOLATION
              classification_code: WE
              bcs_class_code: "846"
```

```
          reduce_flag: ""
          violent_flag: ""
          eff_date: "1991-01-01"
          exp_date: "2011-12-31"
          reason: REPEALED - SEE PC32625
          template_id: 2309
InvalidRequest:
  description: Not authorized; return unauthorized fields
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-RequestId:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: array
        minLength: 1
        items:
          type: string
Unauthorized:
  description: Not authorized; return reason
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-requestid:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: object
        properties:
          reason:
            type: string
        example:
          - reason: Unauthorized fields
DatabaseError:
  description: Server error
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-RequestId:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: object
        properties:
          code:
```

```
              type: integer
            errno:
              type: integer
            sqlMessage:
              type: string
  parameters:
    x-api-key:
      name: x-api-key
      in: header
      description: API key enforced by AWS API Gateway
      schema:
        type: string
      required: true
  headers:
    x-amzn-RequestId:
      description: "Logged in AWS API Gateway CloudWatch; formatted
as UUID"
      schema:
        type: string
    x-cjisapi-RequestId:
      description: Audit log reference formatted as UUID
      schema:
        type: string
  securitySchemes:
    cjis-auth:
      type: http
      scheme: bearer
      bearerFormat: JWT
```

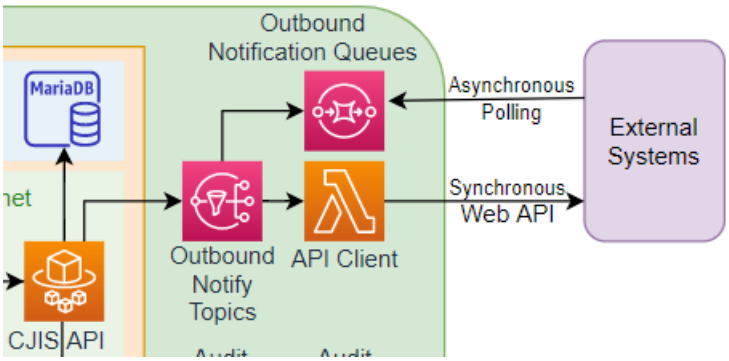
PSAMS SOLUTION CJIS – CHARGE CODE DATA INTEGRATION PROCESS FLOW – HIGH LEVEL



2. The PSAMS solution charge code table shall be automatically updated whenever there are updates to the CJIS Charge Code Table.
3. In the event that County's planned CJIS 2.0 API is not available during the implementation of PSAMS Solution, the contractor shall provide an administrative interface in PSAMS Solution, to update the CJIS Charge Code Table. Any emergency updates shall be done manually by the PTS system administrator as needed.
4. The PSAMS Solution integration with CJIS Charge Code Table must include error handling as per the OpenAPI 3.0 Specification.
5. The PSAMS solution should choose either of the below methods to get the latest information, whenever there are updated to CJIS tables.
   a) **synchronous** – the subscriber hosts a service that the notification framework calls.
   b) **asynchronous** – the subscriber polls a queue holding the notification

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

Synchronous & Asynchronous Methods



Data Element	UI Location	Description
Duration	Address, Income	Editable data without system calculation
Record Source	Criminal History	Criminal justice system record source and it is an LOV
Primary Charge	Criminal History	Look up value and editable data
Application ID	Application	Unique ID for the arrest event
Application Date/Time Stamp	Application	Application created date & time
Arrest date & time	Application	Defendant's arrest date & time
Custody Status	Application	Defendant's custody status "I" or "R or "S" and it is an LOV
Booking #	Application	Defendant's booking number
Booked Name	Application	Defendant's booked name- Lastname middle name firstname
Booked Date/Time	Application	Defendant's booked date/time
Arrested Agency	Application	Agency making the arrest. It is an LOV
Jail Location	Application	It is an LOV
Defendant Interviewer	Application	Employee who conducts the inteview. It is an LOV (Employee ID or #)
Criminal Record Check	Application	Employee who conducts criminal record check. It is an LOV (Employee ID or #)
Criminal Record Entry	Application	Employee who entered the criminal record. It is an LOV (Employee ID or #)
Linguist	Application	Employee who assists in contacting the defendant's reference usnig bilingual skills. It is an LOV (Employee ID or #)
File Status	Application	It is an LOV ("A", "F", "I")

Data Element	UI Location	Description
Invesigations Type	Investigations	It is an LOV (“OR”,”Drug Court”,”EM”)
Investigations Source	Investigations	It is an LOV
Investigation Date/Time Stamp	Investigations	Investigation created date & time
Case #	Investigations	Court Case #, 14 (YYLLCC#####-##)
Case Name	Investigations	Case name - Lastname middle name firstname
Court Order Date	Investigations	The date that the court ordered the report
Assigning Employee	Investigations	Employee who assinged the investigation to an employee
Assigned Date/Time Stamp	Investigations	Date & time the investigation was assigned to an employee
Investigation Disposition Code	Investigations	Court’s release decision.It is an LOV
Court Report Date	Investigations	Court report review date
Court Report Location	Investigations	Court report reviewing location and department and it is an LOV
Court Report Hearing	Investigations	Court report review hearing type (AR, BR, PH…etc) and it is an LOV
Completion Date/Time Stamp	Investigations	The date/time the investigation is complete

Exhibit A.21

TABLES FOR MIGRATION – Phase I

PPT+ (Probation Pretrial Plus) **Note:** **Only current fiscal + last 3 fiscal years data will be migrated not 10 yrs.**		
TableName	**RowCount(Last 10yrs)**	**# of Fields & Comments**
[dbo].[arrest]	806,821	34, contains Criminal History
[dbo].[appear]	445,351	30
[dbo].[charge]	441,970	36
[dbo].[assess]	434,227	93
[dbo].[cases]	433,080	35
[dbo].[incident]	427,647	47
[dbo].[defendant]	541,506	53, need all the records in the system, as we need all the defendant's info. Records count showing is for all defendants
[dbo].[employ]	35,753	51
[dbo].[contact]	14,729	43
[dbo].[supervision]	14,241	104
[dbo].[crelease]	13,895	13
[dbo].[users]	Around 170	31, bring only active users
[dbo].[lkulanguage] [dbo].[lookuptypes] [dbo].[lkurelationships]		Tyler need to analyze and see, if these look up tables are required to migrate.

Tables Description

PPT+ (Probation Pretrial Plus) Table Names	**Description**
[dbo].[arrest]	Criminal arrest history table
[dbo].[appear]	Defendant's court appearance table
[dbo].[charge]	Defendant's charge(s) per case
[dbo].[assess]	Individual program assessments
[dbo].[cases]	Defendant's case(s) for each arrest
[dbo].[incident]	The Defendant's arrest event information
[dbo].[defendant]	Defedanat's unique information (Ex: Gender, Ethinicity,CII, fingerprint, DNA, and FBI ..etc)

Exhibit A.21

TABLES FOR MIGRATION – Phase I

[dbo].[employ]	Defendant's financial support history
[dbo].[contact]	Defendant's contact's and references information
[dbo].[supervision]	Defendant's supervision file information
[dbo].[crelease]	Defendant's release information
[dbo].[users]	Probation Pretrial Plus authorized users to use the system
CJIS Tables	
CJIS ARREST AGENCY	Arresting Agency look up value
CJIS CHARGE CODE	Criminal charge look up value
CJIS COURT DEPT/DIV	Court Room look up value
CJIS COURT DISTRICT	Court house look up value
CJIS DEGREE	Criminal charge code degree value
CJIS LANGUAGE CODES	Various native language codes look values
CJIS LITERAL IDENTIFIER	Criminal charge literal decriptive charge look values
CJIS SEX CODES	Gender look up codes
CJIS STATE/COUNTRY	State and Country look up codes
CJIS STREET DIR CODES	Street directions look up codes
CJIS STREET TYPES	Various street types look up codes
CJIS RACE CODES	Ethinicity look up codes

TABLES FOR MIGRATION – Phase II

Pretrial +/ORMS Note: Only current fiscal + last 3 fiscal years data will be migrated not 10 yrs.

ADABAS Files	RowCount(Last 10yrs)	# of Fields
OR-CRT-CONDITIONS	696	14
OR-CASE-FILINGS	952,361	10
OR-FTA-CHRONO	79	12
OR-CURR-ARRESTS	455,161	14
OR-CRT-ACTIVITY	99,983	18
OR-CRMNL-BASEREC	886,858	20
OR-CRMNL- RPTREC	1,773,716	22
OR-DEFENDANTS	299,171	29
OR-INVESTIGATION	166,272	62
OR-APPLICATIONS	457,671	106
OR Tables		
OR ADDRESS VAL FLAG TBL	8	2
OR APPL TYPE	5	2
OR CUSTODY STATUS	4	2
OR FILE STATUS TABLE	5	2
OR FTA STATUS	3	2
OR JAIL LOCATION TABLE	98	9
OR RACE CODES	20	2
OR-TBL-CCAT-RISK-LEVELS	5	2
OR-TBL-CRT-CONDITIONS	8	2
OR-TBL-HGH-PRFL-CODE	6	2
OR-2001-ATBL-RECOM-CD	84	4
OR-2002-ATBL-CRT-DISP	54	12
OR-2003-ATBL-TEL-CNTCT	15	3
OR-2004-ATBL-CRT-ACTY	14	3
OR-2005-ATBL-FNL-DISP	16	3
OR-2006-ATBL-PTS-STAFF	84	9

TABLES FOR MIGRATION – Phase II

OR-2007-ATBL-PTS-BRNCH	29	16
OR-2015-ATBL-RECOM-RSN	59	2
PHONE NO CLASSIFICATION	6	2
PT CRIME RECORD SOURCE	26	5
CJIS Tables		
CJIS ARREST AGENCY	1,641	25
CJIS CHARGE CODE	10,979	25
CJIS COURT DEPT/DIV	1,389	21
CJIS COURT DISTRICT	75	22
CJIS DEGREE	3	2
CJIS LANGUAGE CODES	173	2
CJIS LITERAL IDENTIFIER	99	2
CJIS SEX CODES	5	2
CJIS STATE/COUNTRY	328	4
CJIS STREET DIR CODES	8	2
CJIS STREET TYPES	39	4
PSCRP		
Tables Names	**RowCount**	**# of Fields**
dbo.Application	14,330	18
dbo.CcatRisk	14,330	41
dbo.Interview	14,330	66
dbo.InvestigativeCourtReport	14,330	23

26 look up tables for PSCRP with each of them having 2 or 3 fields

Tables Description

Pretrial +/ORMS	
ADABAS Files	
OR-CRT-CONDITIONS	Defendant’s court conditions
OR-CASE-FILINGS	Defendant’s case information
OR-FTA-CHRONO	Individual comments

TABLES FOR MIGRATION – Phase II

OR-CURR-ARRESTS	Arrested information
OR-CRT-ACTIVITY	Court activity monitoring of released defendants
OR-CRMNL-BASEREC	Criminal history base file
OR-CRMNL- RPTREC	Criminal history detail file
OR-DEFENDANTS	Defendant's unique information (Ex: Gender, Ethinicity,CII, fingerprint, DNA, and FBI ..etc)
OR-INVESTIGATION	Defendant's former application record
OR-APPLICATIONS	Defendant's current application record
OR Tables	
OR ADDRESS VAL FLAG TBL	Pitney-bowes address validation table
OR APPL TYPE	Application type codes
OR CUSTODY STATUS	Defendant's custody status
OR FILE STATUS TABLE	Application filing (Activity status)
OR FTA STATUS	Application failure to appear status
OR JAIL LOCATION TABLE	Defendant's jail location in L.A County
OR-TBL-CCAT-RISK-LEVELS	Criminal Court Assessment tool risk levels
OR-TBL-CRT-CONDITIONS	Court conditions look up values
OR-TBL-HGH-PRFL-CODE	High profile look up values
OR-2001-ATBL-RECOM-CD	PTS disposition look up values
OR-2002-ATBL-CRT-DISP	Court disposition look up values
OR-2003-ATBL-TEL-CNTCT	Defendant's court telephone notification look up values
OR-2004-ATBL-CRT-ACTY	Defendant's court hearing type look up values
OR-2005-ATBL-FNL-DISP	Defendant's final disposition look up values
OR-2006-ATBL-PTS-STAFF	PTS authorized users (active & inactive) to use the system
OR-2007-ATBL-PTS-BRNCH	PTS office location look up values

TABLES FOR MIGRATION – Phase II

OR-2015-ATBL-RECOM-RSN	PTS disposition reason look up values
PHONE NO CLASSIFICATION	Defendant's phone number type
PT CRIME RECORD SOURCE	Criminal record source look up value
PSCRP Tables	
dbo.Application	Defendant's applicaton and case information
dbo.CcatRisk	Ccat criminal record values
dbo.Interview	Ccat defendant interview information
dbo.InvestigativeCourtReport	Court report values and comments

ORMS PROFILES

ORMS Screen/Report Profiles

Screen/Rpt	Functionality	OREXURS	OREXURS1	OREXURS2	ORCLERK1	ORCLERK2	ORCLERK3	OROAIDE (BD)	OROAIDE (OR)	CAMUSER	EMCMGR	PMCMGR	ORSAIDE (BD)	ORSAIDE (OR)	ORSAIDE (PM)	OROINVR (OR)	OROINVR (PM)	ORSINVR	ORMASTR
AIN1	Inquiry	X	X	X	X	X	X	X		X	X	X	X	X		X		X	X
AUPD	Add (BD)							X	X				X			X		X	X
	Add (OR)				X	X	X		X					X		X		X	X
	Update (BD)												X					X	X
	Update (OR)									X				X		X		X	X
	Delete																		X
CAMI	Inquiry				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
CAMU	Add									X					X			X	X
	Update									X	X	X			X		X	X	X
	Delete																		X
CSLM	Search														X			X	X
	View										X	X			X		X	X	X
UCLM	Assign														X			X	X
PTSC	Add				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Update												X	X	X			X	X
	Delete												X	X	X			X	X
RIPI	Search												X	X				X	X
	View							X					X	X		X		X	X
BDUP	Update												X					X	X
CREC	Add							X	X				X	X	X	X	X	X	X
	Update							X	X				X	X	X	X	X	X	X
	Delete							X	X				X	X	X	X	X	X	X
ACCL Report	Print												X	X	X			X	X
MDCL Report	Print				X	X	X			X			X	X	X			X	X
PMCM	Add										X	X	X	X	X			X	X
	Delete												X	X	X			X	X

Screen/Rpt	Screen/Rpt Name	Profile	Description
AIN1	Application Inquiry and Response	**ORCLERK1**	Clerical Line Staff
AUPD	Application Update	**ORCLERK2**	Clerical Supervisor
CAMI	Court Activity Monitoring Inquiry	**ORCLERK3**	Secretary

ORMS PROFILES

CAMU	Court Activity Monitoring Update	**OROAIDE**	Investigative Assistant Line Staff
CSLM	Caseload Management	**ORSAIDE**	Investigative Shift Leader
UCLM	Unassigned Caseload Management	**OROINVR**	Investigator Line Staff
PTSC	PTS Tracking Chrono	**ORSINVR**	Investigative Supervisor
RIPI	In-Progress Investigation	**ORMASTR**	System Administrator
CREC	Maintain Criminal Record	**PMCMGR**	Pretrial Monitoring Manager
ACCL Report	Active Caseload Counts List Report	**OREXURS**	External User - Basic
MDCL Report	Missing Disposition Codes List Report	**OREXURS1**	External User – Probation Line Staff
PMCM	Pretrial Monitoring Conditions	**OREXURS2**	External User – Probation Supervisor
		CAMUSER	Clerical Line Staff

DELIVERABLE ACCEPTANCE FORM

DELIVERABLE ACCEPTANCE FORM	**TRANSMITTAL DATE**
(Contractor Name and Address) Tyler Technologies, Inc. 5101 Tennyson Pkwy, Plano, TX 75024	**AGREEMENT NAME** Pretrial Services Assessment and Monitoring System and Related Services **COUNTY CONTRACT NUMBER**

FROM: *Contractor Project Director*	**TO:** *County Project Director*
Name: _____	Name: _____
_____ (Signature Required)	Cc: _____ County's Project Manager

Contractor hereby certifies to County that as of the date of this Deliverable Acceptance Form, it has satisfied all conditions precedent in the above Agreement (including the Exhibits and Attachments thereto and any executed Change Orders or Amendments) to the completion of the Work described below, including satisfaction of all completion criteria applicable to such Work (including obtaining County's approval of any other Work which is a prerequisite to obtaining County's approval of the Work described below). Contractor further represents and warrants that the Work described below has been completed in accordance with the Agreement, including the Exhibits and Attachments thereto and any executed Change Orders and Amendments. County's approval and signature constitutes an acceptance of the Work described below. Capitalized terms used in this Deliverable Acceptance Form without definition have the meanings given to such terms in the Agreement.

TASK DESCRIPTION	**DELIVERABLE DESCRIPTION**	**OTHER WORK DESCRIPTION**

Comments:

Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including the Exhibits and Attachments thereto, and any executed Change Orders and Amendments, and including any additional documentation reasonably requested by County.

COUNTY ☐ APPROVAL OR ☐ DISAPPROVAL

IF DISAPPROVAL, CORRECTIVE ACTION REQUIRED: _____

_____

_____

NAME: _____

TITLE: County Project Director

SIGNATURE: _____ DATE: _____

CHANGE ORDER

Pretrial Services and Monitoring System and Related Services	*County Contract Number:*

Change Order Title :

Type of Optional Work

Check all that apply
☐ New Software ☐ Professional Services
☐ Other *(specify)*:

Reason for Change

Brief statement of why the change is needed:

Description of Change – Include Requirements, Scope of Work, and Timeline as Appropriate

Brief description of change:

Attached *(check all that apply)*:
☐ Detailed Scope of Work (including tasks, Deliverables, prerequisites and dependencies, and, if applicable, Acceptance Tests)
☐ System Requirements
☐ Third-Party Products
☐ Timeline
☐ Other (specify)

Payment Schedule

Payment Schedule, with Holdbacks, if applicable, as required by Paragraph 7.3.3 of the Agreement.

Pool Dollars Tracking

	Pool Dollars Available
	Pool Dollars – This Change Order
	Pool Dollars Remaining after this Change Order

Change Order Approval

This Change Order is effective as of the latest date indicated below. It is a Change Order under, and subject to the terms and conditions of, the above-referenced Agreement.

For Tyler Technologies *Name / Title*	
Signature:	*Date:*

CHANGE ORDER

Pretrial Services and Monitoring System and Related Services	*County Contract Number:*
Change Order Title :	
For County *Name / Title*	
Signature:	*Date:*

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
AB109	Assembly Bill 109 – transfers responsibility for supervising certain kinds of felony offenders and state prison parolees from state prisons and state parole agents to county jails and probation officers.
AJIS	County's Automated Jail Information System
RAJIS	County's Replicated automated Jail Information System
LASD	Los Angeles Sheriff's Department
APS	County's Adult Probation System – mainframe-based case management system.
AUA	Agreement for Acceptable Use and Confidentiality of County Information Assets
BD	Bail Deviation
CCHRS	County's Consolidated Criminal History Reporting System
CAM	Continued on alcohol monitoring (Look up values for Court disposition)
CEM	Continued on electronic monitoring (Look up values for Court disposition)
CORI	Criminal Offender Record Information
CJC	Criminal Justice Center (Clara fault center……)
CJIS	Criminal Justice Information Services
CPM	Continued on pretrial monitoring (Look up values for Court disposition)
DCAD	Defendant Comprehensive Assessment Data screen in APS
DCID	Defendant Chrono Information Data screen in APS

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
DISPO	Disposition codes
DIBS	Digital Imaging bar code
DPO	Deputy Probation Officer
DRAD	Defendant Risk Assessment Data model in APS
EDP	Early Disposition Program
eJudge	County's Electronic Judge – Electronic version of the Probable Cause Declaration
EM	Electronic Monitoring
FTA	Failure to Appear
ISB	Information Systems Bureau
JDIC	Justice Data Interface Controller System
OR	Own Recognizance
ORMS	County's Own Recognizance Management System
PEDMS	Probation Enterprise Document Management System is a web-based application that manages Probation Court Reports for both adult and juvenile cases. PEDMS also provides document storage libraries to meet the needs of business operations.
PPT+	County's vendor managed, Probation Pretrial + (PC based system used by Drug Court, EDP, EM, Name Change, and Static-99 programs)

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
PT+	County's Pretrial + is a mainframe-based system used by BD and OR programs. Formerly known as ORMS.
PTS	Pretrial Services
ROPI	Report of Pretrial Investigation
SDPO	Supervising Deputy Probation Officer
TCIS	County's Trial Court Information System
PTS	Pretrial Services
PAS	Pretrial Assessment Services
PSCRP	County's Pretrial Services Court Report Portal
ROR	Reinstated on own recognizance release
RRU	Record Running Unit

Exhibit A.27

THIRD PARTY PRODUCTS

The following Third Party Product is being provided by Contractor as part of the PSAMS Solution.

Name	Vendor	Purpose
Dynamic Web Twain	Dynamsoft	To directly import files from a scanner

Exhibit A.28

MINIMUM SYSTEM REQUIREMENTS

This document lists the minimum system requirements for the County Environment. These minimum system requirements may be amended from time to time in accordance with Paragraph 3.5 (Minimum System Requirements) of the Agreement and Section I.D of Exhibit K (Service Level Requirements) to Exhibit A (Statement of Work).

1. End User Hardware

The following are the minimum requirements for end user hardware.

Item	Minimum
Processor	2 GHz Processor
Memory	2 GB RAM
Available hard drive space	2 GB
Video	1280 x 720 Resolution

2. End User Software

The following are the software products normally installed by County on PC workstations or laptops and the minimum software requirements for the PSAMS Solution.

a. The PC workstation or laptop includes software installed as part of the Los Angeles County Department of Probation standard PC image. County reserves the right to change this software as necessary. Additionally, County reserves the right to run other necessary security and PC management software.

Standard County Software on all PCs or laptops

1. Windows 10 Enterprise 64-bit
2. Adobe Acrobat DC
3. Adobe Acrobat Reader DC
4. Cisco AMP for Endpoints Connector
5. Google Chrome
6. Java 8 Update 261
7. Local Administrator Password Solution
8. Microsoft 365 App for enterprise – en – us
9. Microsoft Edge
10. Microsoft OneDrive
11. Microsoft Teams

12. Microsoft Silverlight
13. Passport PC to Host
14. Printer Installer Client
15. TeamViewer 10 Host (Laptop)
16. Umbrella Roaming Client (Laptop)
17. VMware Horizon Client (Laptop)
18. zScaler (Laptop)
19. McAfee Agent
20. McAfee DLP Endpoint
21. McAfee File and Removable Media Protection
22. 1McAfee Management of Native Encryption
23. McAfee Endpoint Security Products
24. Endpoint Security Platform
25. Adaptive Threat Protection
26. Threat Prevention
27. Firewall
28. Web Control

b. Other than a current browser, Tyler Supervision does not require any software installed on County Computers.

3. Minimum Network Requirements

The following are the minimum network requirements for the County Environment.

Item	Minimum
Internet Connectivity (Down)	600kbs
Internet Connectivity (Up)	600kbs

COURT REPORT FORMS – Phase I

Please see below requirements and attached Court Report Forms for Phase I.

A.29.1 Civil Name Change Petition Assessment Report:

A.29.1.a Civil Name Change Petition Assessment Report (Full Criminal Record)

A.29.1.b Civil Name Change Petition Assessment Report (No Criminal Record)

A.29.1.c Civil Name Change Petition Assessment Report (Partial Criminal Record)

A.29.2 Drug Court Assessment Report:

A.29.2.a Drug Court Assessment Report (Full Criminal Record)

A.29.2.b Drug Court Assessment Report (No Criminal Record)

A.29.2.c Drug Court Assessment Report (Partial Criminal Record)

A.29.3 Electronic Monitoring Assessment Report

A.29.4 Static-99R Court Report

A.29.5 Static-99R Facts of the Offense Sheet

A.29.6 Static-99R Coding Form

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
03/13/2004	TRESPASSING	M

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; $50 FINE		

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment:	THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.	

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	1	2	3	5

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
NONE		

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0	0

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
NONE		

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	2	2	4

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Drug Court Assessment Report

Case Information

File Name	Court / Department	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Case Number	Charge	Level	Charge Description
PA887766-01	PC459	F	COMMERCIAL BURGLARY

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

Residence	Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010	(213) 222-2222	Mobile

RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)

Financial Support	Monthly Income	Duration
GOVERNMENT ASSISTANCE	$300	1 YEAR 6 MONTHS

Primary findings (please see Criminal History Summary for supporting information)

Prior conviction for any felony charges in the last five years:	YES
Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7):	NO
Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7):	YES
Prior revocation of probation or parole not subsequently completed:	YES
Currently on an active parole or felony probation grant:	NO
Prior felony conviction for drug sales or trafficking:	NO
Primary Findings Eligibility:	INELIGIBLE

General Comments

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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name	Court / Department	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; $50 FINE		

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment:	THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.	

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	2	3	5

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Drug Court Assessment Report

Case Information

File Name	Court / Department	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Case Number	Charge	Level	Charge Description
PA887766-01	PC459	F	COMMERCIAL BURGLARY

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

Residence	Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010	(213) 222-2222	Mobile

RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)

Financial Support	Monthly Income	Duration
GOVERNMENT ASSISTANCE	$300	1 YEAR 6 MONTHS

Primary findings (please see Criminal History Summary for supporting information)

Prior conviction for any felony charges in the last five years:	YES
Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7):	NO
Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7):	YES
Prior revocation of probation or parole not subsequently completed:	YES
Currently on an active parole or felony probation grant:	NO
Prior felony conviction for drug sales or trafficking:	NO
Primary Findings Eligibility:	INELIGIBLE

General Comments

1
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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name	Court / Department	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Drug Court Assessment Report

Case Information

File Name	Court / Department	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Case Number	Charge	Level	Charge Description
PA887766-01	PC459	F	COMMERCIAL BURGLARY

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

Residence	Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010	(213) 222-2222	Mobile

RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)

Financial Support	Monthly Income	Duration
GOVERNMENT ASSISTANCE	$300	1 YEAR 6 MONTHS

Primary findings (please see Criminal History Summary for supporting information)

Prior conviction for any felony charges in the last five years:	YES
Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7):	NO
Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7):	YES
Prior revocation of probation or parole not subsequently completed:	YES
Currently on an active parole or felony probation grant:	NO
Prior felony conviction for drug sales or trafficking:	NO
Primary Findings Eligibility:	INELIGIBLE

General Comments

1
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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name	Court / Department	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	2	4

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Electronic Monitoring Assessment Report

Case Information

File Name	Court / LASD Facility	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Case Number	Charge	Level	Charge Description
PA887766-01	PC459	F	COMMERCIAL BURGLARY
PA887766-01	PC487(A)	F	GRAND THEFT PROPERTY
PA887766-01	PC594(A)	M	VANDALISM
PA887766-01	PC466	M	POSSESSION OF BURGLARY TOOLS

CII	FBI	Probation X #	Driver's License or ID	Status	Expires
12345678	123456AA7	12345678	FL123456789DDY	SUSPENDED	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

Residence	Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010	(213) 222-2222	Mobile

RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)

Financial Support	Duration
GOVERNMENT ASSISTANCE	1 YEAR 6 MONTHS

General Comments
1
2
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4
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10

EM Risk Score	EM Risk Level	EM Release Recommendation
12	MEDIUM RISK	2HV – UNSUITABLE / HISTORY OF VIOLENCE

EM Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

SIGNATURE: _____ DATE: _____

Case Information

File Name	Court / Department	Court / Surrender Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020

Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

EM Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

STATIC-99R ASSESSMENT REPORT

REPORT SEQUENCE NO. _____

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff vs. Defendant	COURT – DIV/DEPT	ATTY.	JUDGE
	HEARING	EXPIRATION DATE (S)	COURT CASE NO./DEF. ID
	C.I.I. NO.		
	PROBATION NO. **X-**		
	DPO		AREA OFFICE
WHEREABOUTS	☐ NON-APPEARANCE ☐ INSTRUCTED TO APPEAR BY: _____		

ASSESSMENT REPORT

REASON FOR HEARING:

THE DEFENDANT WAS LAST BEFORE THE COURT ON FOR A(N) HEARING; THE MATTER WAS CONTINUED TO THE INSTANT DATE FOR STATIC-99R ASSESSMENT.

REPORT:

ACCURATE PREDICTION OF THE RISK OF REOFFENSE FOR MALE OFFENDERS REQUIRES USE OF A RISK ASSESSMENT INSTRUMENT BASED ON RESEARCH STUDIES WHICH FOLLOWED RELEASED SEX OFFENDERS AND IDENTIFIED FACTORS ASSOCIATED WITH THOSE WHO RE-OFFENDED. PREDICTIONS OF WHICH SEX OFFENDERS WILL REOFFEND ARE IMPROVED SIGNIFICANTLY WHEN VALIDATED ACTUARIAL INSTRUMENTS ARE USED TO ESTIMATE RISK. AN ACTUARIAL INSTRUMENT IS A LIST OF RISK FACTORS THAT WHEN PRESENT INCREASE THE RISK OF SEXUAL RE-OFFENSE. EACH ITEM IS STATISTICALLY WEIGHTED FOR ITS CONTRIBUTION TO OVERALL RISK. THE LEVEL OF RISK AND PROBABILITY OF SEXUAL RE-OFFENSE FIVE AND TEN YEARS AFTER RELEASE FROM CUSTODY ON THE MOST RECENT SEX OFFENSE CAN BE DETERMINED, NOT FOR THE INDIVIDUAL, BUT BASED ON GROUP RISK PROBABILITIES, DEPENDING ON THE SCORE GROUP THE OFFENDER FALLS INTO. RISK LEVELS FALL AS LONG AS THE PERSON WHO HAS SEXUALLY

OFFENDED REMAINS OFFENSE-FREE IN THE COMMUNITY. THE STATIC-99R IS THE MOST WIDELY USED SUCH INSTRUMENT. MANY RESEARCH STUDIES, INCLUDING THOSE SPECIFIC TO CALIFORNIA OFFENDERS, HAVE PROVEN THAT ITS PREDICTIVE ACCURACY IS IN THE MODERATE TO HIGH RANGE. OLDER METHODS OF PREDICTION THAT ARE NOT ACTUARIALLY BASED (SUCH AS UNSTRUCTURED CLINICAL JUDGMENT) HAVE POOR PREDICTIVE ACCURACY THAT IS NO BETTER THAN FLIPPING A COIN.

MR. WAS SCORED ON THE STATIC-99R, WHICH IS AN ACTUARIAL MEASURE OF RISK FOR SEXUAL OFFENSE RECIDIVISM. THIS INSTRUMENT HAS BEEN SHOWN TO BE A MODERATE PREDICTOR OF SEXUAL REOFFENSE POTENTIAL (IN A 2016 RECIDIVISM STUDY IN CALIFORNIA, IT ACCURATELY PREDICTED RISK OF REOFFENSE ABOUT 77 % OF THE TIME). MR. **'S** SCORE ON THE STATIC-99R WAS **,** WHICH MEANS HIS RELATIVE RISK LEVEL IS , (SEE TABLE BELOW TO CHOOSE ONE: VERY LOW RISK, BELOW AVERAGE RISK, AVERAGE RISK, ABOVE AVERAGE RISK, OR WELL ABOVE AVERAGE RISK), WHICH REPRESENTS THE RISK OF SOMEONE IN THIS SCORE GROUP BEING CHARGED OR CONVICTED OF ANOTHER SEXUAL OFFENSE WITHIN FIVE YEARS AFTER HE IS RELEASED ON PROBATION. BASED ON THE MOST RECENT 2015 NORMS, THE ESTIMATED RISK FOR THIS SCORE ON THE STATIC-99R IS **CHOOSE AN ITEM. % OVER** FIVE YEARS (REFER TO CHART ON THE STATIC-99R CODING FORM). HIS RISK ON RELEASE FROM A PRISON SENTENCE CANNOT BE CALCULATED UNTIL AGE AT RELEASE ON PAROLE IS KNOWN, SO THE RISK SCORE STATED HEREIN IS PREDICTIVE OF RISK BASED ON HIS AGE ON THE DATE OF THIS PRESENTENCING REPORT. IF MR. HAS A PRIOR CONVICTION FOR A REGISTRABLE SEX OFFENSE, HIS RISK SCORE WAS CALCULATED BASED ON HIS AGE AT RELEASE ON THE MOST RECENT REGISTRABLE SEX OFFENSE, OR HIS AGE TODAY IF HE HAD NO PRIOR REGISTRABLE SEX OFFENSE.

RISK FACTORS WHICH ARE NOT MEASURED BY THE STATIC-99R CAN RAISE OR LOWER RISK. THESE INCLUDE CATEGORIES OF RISK SUCH AS SEXUAL INTERESTS, RELATIONAL STYLE, SELF-MANAGEMENT AND ATTITUDES TOWARD SEXUAL OFFENDING. A SEX OFFENDER IN A MANDATED TREATMENT PROGRAM WILL BE ASSESSED BY A CERTIFIED TREATMENT PROVIDER USING DYNAMIC AND VIOLENCE RISK ASSESSMENT INSTRUMENTS DESIGNATED BY THE SARATSO (STATE

AUTHORIZED RISK ASSESSMENT TOOLS FOR SEX OFFENDERS) COMMITTEE. THE COMBINED RISK WILL BE USED TO DETERMINE APPROPRIATE LEVELS OF SUPERVISION AND TREATMENT.

SCORE	LABEL FOR RISK CATEGORY	
-3 TO -2:	LEVEL I	VERY LOW RISK
-1 TO 0:	LEVEL II	BELOW AVERAGE RISK
1 TO 3:	LEVEL III	AVERAGE RISK
4 TO 5:	LEVEL IVA	ABOVE AVERAGE RISK
6+:	LEVEL IVB	WELL ABOVE AVERAGE RISK

PLEASE NOTE: IF MR. IS SENTENCED TO JAIL OR FORMAL SUPERVISION AND HE IS NOT RELEASED FROM JAIL OR PLACED ON SUPERVISION UNTIL AFTER HIS BIRTHDAY ON , HIS STATIC-99R SCORE MAY BE LOWER GIVEN HIS INCREASED AGE. THEREFORE, MR. WILL NEED TO BE RE-SCORED BY A SARATSO-CERTIFIED SCORER PRIOR TO RELEASE FROM JAIL OR PLACEMENT ON SUPERVISION TO PROVIDE A MORE ACCURATE ASSESSMENT OF HIS STATIC RISK.

RESPECTFULLY SUBMITTED,

ADOLFO GONZALES
CHIEF PROBATION OFFICER

BY: _____
, INVESTIGATOR AID
TELEPHONE:

READ AND APPROVED BY:

_____
, SUPERVISOR
TELEPHONE:

SUBMITTED: -TYPED: BY:

I HAVE READ AND CONSIDERED THE FOREGOING REPORT OF THE PROBATION OFFICER.

_____ _____
JUDGE OF THE SUPERIOR COURT DATE

FACTS OF OFFENSE SHEET

Please follow these important instructions:

1. Complete this form & submit via PDF to CAHRSO@doj.ca.gov only if the offender you are scoring is required to register as a sex offender
2. Retain a copy in defendant's file
3. Please submit the court minute order at sentencing if available

Defendant's Information

Last Name	First Name	Middle Name

DOB:		CDCR #		CII Number:		Gender:	

Scoring Probation Officer's Information

Last Name	First Name	Title

Probation Agency:		Scoring Probation Officer's Direct Phone Number:	

Court Information

Date of Conviction:	Date of Sentencing:	Court Case Number:

County of Conviction:	Offense(s) Requiring Registration:	Date of Offense:	To:

Weapon Used?	Similarities in victimization with current or prior cases?
☐ Yes ☐ No (Specify Type)	☐ Yes ☐ No (Specify)

SARATSO Information

Tools/Instruments (check one)	Risk Score(s)	Ineligible for scoring? *	Insufficient documents to score this offender? *
☐ **STATIC-99R** ☐ **JSORRAT-II**	Score (Numerical): _____ Risk Category Choose an item. Score Choose an item. Date_____ (based on subsequent index sex offense)	☐ Yes (e.g., Category B offense, female offender, juvenile offense committed under age 17) Specify reason offender is ineligible for scoring: _____	☐ Yes (Specify below) ☐ Crime report requested but unavailable ☐ Prior PSI requested but unavailable ☐ Other document requested but unavailable Specify: _____

* Please refer to the 2016 revised coding rules which can be accessed on the certified scorer secure login at www.saratso.org.

SUBMIT FOS & SENTENCING MINUTE ORDER IMMEDIATELY TO DOJ POST-SENTENCING

SUBMIT SCORE TO COURT USING THE NARRATIVE PARAGRAPHS: DO NOT SUBMIT CODING FORM

METHOD OF OPERATION (MODUS OPERANDI) FACT SHEET

Please follow these important instructions:

1. Complete this form & submit via PDF to CAHRSO@doj.ca.gov, only if the offender you are scoring is required to register as a sex offender
2. Complete this MO form for **each** victim; complete only one FOS per case, even if multiple victims
3. Submit this form to Department of Justice (DOJ) only; DO NOT INCLUDE MO FACT SHEET WITH PRE-SENTENCING REPORT

Name of SARATSO Scorer / MO Fact Sheet Analyst

Last Name: First Name: Name of your Agency:

Offender's Information

Offender Last name: CII#:

Offender First name: Date of Birth:

Offender's Full Address (at time of offense)
Click or tap here to enter text.

Sting Operation ☐ **Yes** ☐ **No**

Victim Vulnerability (Choose up to 3)
Choose an item. Choose an item. Choose an item.

Victim Race (Choose up to 3)
Choose an item. Choose an item. Choose an item.

Victim Age:

Gender ☐ **M** ☐ **F**

Assault Location
Choose an item. Choose an item.

Victim's Activity at Time of Offense
Choose an item. Choose an item. Choose an item.

Time of Offense: **To:** OR ☐ Various Times

Weapon Used in Assault
Choose an item.

Type:
Choose an item.
Choose an item.
Choose an item.

Offender's Initial Approach to Victim
Choose an item.

Codefendant/Accomplice in concert
Choose an item. Choose an item.

Offender's Relationship to Victim
Choose an item.

Method of Entry
Choose an item.
Choose an item.
Choose an item.

Method of Victim Control
Choose an item.
Choose an item.
Choose an item.

Sexual Assault Details

Anal	Vaginal (Penetration)
☐	☐ Penile
☐	☐ Digital
☐	☐ Hands/Fist
☐	☐ Foreign object (Specify)

Oral Sex
Offender performed oral sex on victim
☐ Anus ☐ Vagina ☐ Penis

Victim performed oral sex on offender
☐ Anus ☐ Vagina ☐ Penis

Masturbation
☐ Offender masturbated victim
☐ Offender masturbated self
☐ Victim masturbated offender
☐ Victim masturbated self

Offender's words used during assault

Vehicle Used in Offense
☐ No Make Model Year Other
☐ Yes Color Vehicle License #

Sexual Dysfunction
Choose an item.

Level of Force Used
Choose an item.

Other Sexual Acts
Choose an item.
Choose an item.
Choose an item.

Injury Inflicted

Type of Injury	Location on body
Choose an item.	Choose an item.
Choose an item.	Choose an item.
Choose an item.	Choose an item.

Unusual or Additional Assault
Choose an item.
Choose an item.
Choose an item.

Crime Scene Altered/Precautions Used to Avoid Apprehension/Identification
Choose an item.
Choose an item.
Choose an item.

Pornography used in crime
Choose an item.

Type of Pornography Victim Age:
Choose an item.

Offender's Pornography Preference (Check all that apply)
☐ Male ☐ Female ☐ Photos ☐ Magazine ☐ Online ☐ Video

Include additional information not captured in other data field limit to 500 words. Attach additional sheet for more space.

**** FOR USE BY PROBATION****

STATIC-99R SCORING WORKSHEET

Offender Name: SMITH, BOB TYLER Probation # X01234567 CII # 12345678 Evaluator E123456 Assessment Date: 05/17/2021

	Risk Factor	Codes	Score	Comments
1.	Age at Release from Index Sex Offense	Aged 18 to 34.9	1	
2.	Ever Lived with Lover for At Least Two Years?	No	1	
3.	Index Non-Sexual Violence - Any Convictions	No	0	
4.	Prior Non-Sexual Violence - Any Convictions?	No	0	
5.	Prior Sex Offense	No Charges No Convictions	0	
6.	Prior Sentence Dates (Excluding Index)	4 or more	1	
7.	Any Conviction for Non-Contact Sex Offense?	Yes	1	
8.	Any Unrelated Victims?	Yes	1	
9.	Any Stranger Victims?	Yes	1	
10.	Any Male Victims?	Yes	1	
	TOTAL SCORE	**Risk: Level IVb - Well Above Average**	**7**	

Nominal Risk Levels (2017 version)	Total
Level - I Very Low Risk	-3 to -2
Level - II Below Average Risk	-1 to 0
Level - III Average Risk	1 to 3
Level - IVa Above Average Risk	4 to 5
Level - IVb Well Above Average Risk	6+

ROUTINE SAMPLE
Est. 5-year sexual recidivism rate

Score	Predicted Recidivism Rate	Score	Predicted Recidivism Rate
-3	0.9	4	11.0
-2	1.3	5	15.2
-1	1.9	6	20.5
0	2.8	7	27.2
1	3.9	8	35.1
2	5.6	9	43.8
3	7.9	10	53.0

Additional comments/Explanation: Mr. SMITH was scored on the Static-99R, which was an actuarial measure of risk for sexual offense recidivism. This instrument has been shown to be a moderate predictor of sexual re-offense potential. Mr. SMITH received a total score of 7 [or_____ ineligible], which places him in the Well Above Average [e.g., Low] Risk Category.

Index Offense & Date: 04/01/2021

Evaluator Signature_____ Reviewer Signature_____

LETTERS AND NOTIFICATIONS – Phase I

Please see below requirements and attached Letters and Notifications for Phase I.

A.30.1 STATIC-99R Ineligible Notifications:

A.30.1.a STATIC-99R Ineligible Notification (Age of Minor)

A.30.1.b STATIC-99R Ineligible Notification (Female Defendant)

A.30.1.c STATIC-99R Ineligible Notification (Child Pornography with No Indentifiable Sex Victim(s))

A.30.1.d STATIC-99R Ineligible Notification (Human Trafficking with No Sex Crime)

A.30.1.e STATIC-99R Ineligible Notification (No Sex Crime)

A.30.2 EM Violations Notifications:

A.30.2.a EM Violation Notification – Court Non-Compliance

A.30.2.b EM Violation Notification – DPO Abscond Notification

A.30.2.c EM Violation Notification – LASD Non-Compliance

ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373

June 28, 2021

The Honorable Judge Bob Smith
Eastlake Courthouse, Department 204

RE:	Christopher Lewis Jones-Williams
Case:	FJ123456
DOB:	April 1, 1997
Booking #:	001234567
JAIN #:	A12345678

A STATIC-99R Risk Assessment was ordered for the above named former minor for a scheduled Pre-Plea hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R Program eligibility guidelines, evaluations of juveniles who have committed sexual offenses when they were 16 years of age or younger at the time the sex crimes were committed, are not recommended; therefore, the former minor is not eligible for a STATIC-99R Risk Assessment.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373

ADOLFO GONZALES
Chief Probation Officer

June 28, 2021

The Honorable Judge Bob Smith
Michael D. Antonovich Antelope Valley Courthouse, Department A18

RE:	Christopher Lewis Jones-Williams
Case:	LA123456-01
DOB:	April 1, 1963
Booking #:	001234567
CII #:	A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R Program eligibility guidelines, this instrument is not recommended for females; therefore, the Defendant is not eligible for a STATIC-99R Risk Assessment.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)

ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373

June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE:	Christopher Lewis Jones-Williams
Case:	LA123456-01
DOB:	April 1, 1963
Booking #:	001234567
CII #:	A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R official coding rules the assessment is not recommended for use on an individual whose only offense involves PC311.11(A) (Felony) ~ Obscene Matter when there is no identifiable named victim(s) in the digital files. Consequently, no risk assessment score is provided. His offense does not fit the criteria for those who can be assessed with this risk assessment tool.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)

ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373

June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE:	Christopher Lewis Jones-Williams
Case:	LA123456-01
DOB:	April 1, 1963
Booking #:	001234567
CII #:	A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Probation and Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the program eligibility guidelines; someone who has been charged or convicted with a Category "B" Offense PC236.1(B) - Human Trafficking: Deprive Personal Liberty and PC266H(A) - Pimping; where no actual sexual acts occurred between the defendant and the victim(s); the defendant is not eligible for a STATIC-99R Risk Assessment report.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)

COUNTY OF LOS ANGELES
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June 28, 2021

The Honorable Judge Bob Smith
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RE:	Christopher Lewis Jones-Williams
Case:	LA123456-01
DOB:	April 1, 1963
Booking #:	001234567
CII #:	A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Probation and Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

The defendant is **INELIGIBLE** to be scored based on the Official Coding Rules of the STATIC-99R Program. It appears this case does not have any sexual components; therefore, no risk assessment score is provided since his offenses do not fit the criteria for those who can be assessed with this risk assessment tool. **However, in the event the above statement is inaccurate, please provide documents and or information with sexual motives and a STATIC-99R Risk Assessment Report will be provided.**

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
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PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
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(213) 351-0373

ADOLFO GONZALES
Chief Probation Officer

June 30, 2021

Honorable Dorothy B. Reyes
Clara Shortridge Foltz Criminal Justice Center, Department 35

RE: Christopher Lewis Jones-Williams
Case: 20STCP12345-01
EM Number: 2021-0034567

Subject: Non-Compliance Notification

This is a request for your review and consideration to reprimand the above defendant. As of today, the above named defendant has failed to comply with the conditions of the Electronic Monitoring (EM) Program as follows:

The defendant has accumulated ten (10) Non-Compliance Reports (NCR) indicating her failure to comply with program rules. These NCR's consist of multiple violations that include, but not limited to 1) failure to perform required alcohol tests; 2) failure to keep her equipment charged; and 3) failure to adhere to the conditions of the participant contact.

It's our recommendation that the defendant be remanded to custody.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373

ADOLFO GONZALES
Chief Probation Officer

June 30, 2021

Jane Smith, SDPO
Pomona Valley Area Office
Los Angeles County Probation Department'

RE:	Christopher Lewis Jones-Williams
X-Number:	12345678
Case:	20STCP12345-01
EM Number:	2021-0034567

Subject: Abscond Notification

As of 06/30/2021, the above named absconded from the Los Angeles County Probation Department's Electronic Monitoring Program (EM), and therefore, did not complete his jail sentence.

Miles Joseph Vivirito was sentenced on 01/10/20 to serve 180 days in county jail for PC245(A)(4). On 01/22/2020, Mr. Vivirito was released on EM pursuant to PC1203.016. He signed agreement and consent forms, had a transmitter placed on his ankle and completed the necessary transactions for his release and enrollment with Corrective Solutions. He was assigned to the Lancaster Office, Case Manager Veronica Ramirez, telephone number 855-278-3162 ext. 179.

On 02/11/2020 at 8:49 p.m., Mr. Vivirito's monitoring unit went into a Tamper Status. A tamper signal indicates that the ankle strap transmitter has been tampered with or the unit has been removed. On 02/12/2020 at 8:20 a.m., an attempt was made to contact Mr. Vivirito on his cell phone number 661-245-2603; the phone was answered by his mother who gave details of what happened. The whereabouts of the defendant remain unknown.

It's our recommendation that this matter be reviewed for filing of a violation of probation.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373

ADOLFO GONZALES
Chief Probation Officer

June 30, 2021

John Smith, Lieutenant
Community Based Alternative to Custody
Los Angeles County Sheriff's Department

RE: Christopher Lewis Jones-Williams
Booking: 001234567
EM Number: 2021-0034567

Subject: Non-Compliance Notification

This is a request for your review and consideration to reprimand the above defendant. As of today, the above named defendant has failed to comply with the conditions of the Electronic Monitoring (EM) Program as follows:

The defendant has accumulated one (1) Abscond Notice and one (1) Non-Compliance Report (NCR) indicating his failure to comply with program rules, consisting of 1) failure to allow the EM Case Manager to inspect Equipment Master Tamper as required; 2) refused to participate in the Electronic Monitoring Program; 3) failing to comply with program rules; and 4) having negative behavior, and/or not cooperating with staff administrators

It's our recommendation that the defendant be remanded to custody.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator

COURT REPORT FORMS – Phase II

Please see below requirements and attached Court Report Forms for Phase II.

A.31.1 Report of Pretrial Investigation – Court Pilot:

A.31.1.a Report of Pretrial Investigation – Court Pilot (Full Criminal Record)

A.31.1.b Report of Pretrial Investigation – Court Pilot (No Criminal Record)

A.31.1.c Report of Pretrial Investigation – Court Pilot (Partial Criminal Record)

A.31.2 Report of Pretrial Investigation – Branch:

A.31.2.a Report of Pretrial Investigation – Branch (Full Criminal Record)

A.31.2.b Report of Pretrial Investigation – Branch (No Criminal Record)

A.31.2.c Report of Pretrial Investigation – Branch (Partial Criminal Record)

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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4
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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; $50 FINE		

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment:	THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.	

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	2	3	5

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level
MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
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CII	FBI	Probation X #	Driver's License or ID	State	Expires
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Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level
MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
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File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; $50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level
MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

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Los Angeles County Probation Department
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Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

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Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
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Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; $50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

File Name	Court / Department	Court Date
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Pretrial Services Investigator	Application	Completion Date and Time
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File Name	Court / Department	Court Date
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Case Number	Charge	Charge Description
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Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; $1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; $100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; $50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

LETTERS AND NOTIFICATIONS – Phase II

Please see below requirements and attached Letters and Notifications for Phase II.

A.32.1 Notice to Court of Abscond
A.32.2 Notice to Court of Non-Compliance
A.32.3 Notice of Court of Progress

All the above notices shall show the name and title of the Chief Probation Officer at that time the report is generated. The system shall provide the County with the ability to update the Chief Probation Officer's name with the effective dates of the Chief's tenure.

County of Los Angeles Probation Department

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF ABSCOND

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	**NAME:**	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	**COURT:**	**DEPARTMENT:**
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER NEXT COURT DATE

ABSCOND INFORMATION

ABSCOND DATE:	**TIME:**
ENTER DATE	ENTER ABSCOND TIME

☐ TAMPER ☐ DEAD BATTERY ☐ OTHER

ENTER OTHER REASON

CIRCUMSTANCES:

ENTER CIRCUMSTANCES HERE

RESPECTFULLY SUBMITTED,

READ AND APPROVED BY:

BY: _____ _____

ENTER NAME, CASE MANAGER ENTER NAME, TITLE

DATE: ENTER DATE

County of Los Angeles Probation Department

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF NON-COMPLIANCE

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	**NAME:**	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	**COURT:**	**DEPARTMENT:**
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER DATE

NON-COMPLIANCE INFORMATION

ALLEGED NON-COMPLIANCE:

ENTER ALLEGED NON-COMPLIANCE HERE

DEFENDANT'S STATEMENT:

ENTER DEFENDANT STATEMENT

RECOMMENDATION:

☐ REVOCATION OF PRETRIAL MONITORING AND RETURN TO CUSTODY

☐ CONTINUED PARTICIPATION IN PRETRIAL MONITORING WITH ADDITIONAL CONDITIONS:

ENTER ADDITION CONDITIONS

RESPECTFULLY SUBMITTED,

READ AND APPROVED BY:

BY: _____

ENTER NAME, CASE MANAGER

_____

ENTER NAME, TITLE

NOTICE TO COURT OF NON-COMPLIANCE

DATE: ENTER DATE

County of Los Angeles Probation Department

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF PROGRESS

CASE NUMER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	**NAME:**	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	**COURT:**	**DEPARTMENT:**
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER NEXT COURT DATE

INFORMATION ON PROGRESS

COMMENTS:

ENTER COMMENTS

RESPECTFULLY SUBMITTED,

BY: _____

ENTER NAME, CASE MANAGER

DATE:

READ AND APPROVED BY:

_____

ENTER NAME, TITLE

PSAMS DELIVERABLE EXPECTATION DOCUMENT

Deliverable #	Date	Source(s)	Deliverable Name	Tyler Contact

Deliverable Description

Deliverable Development Process and Content

Acceptance Criteria

Acceptance Process (As specified in Subparagraph 5.1 (Acceptance Criteria).

Notes

PSAMS DELIVERABLE EXPECTATION DOCUMENT

Tyler Recommendation	**County Action**	
Approve	☐ Deliverable Scope / Approach Approved	☐ Deliverable Scope / Approach Requires Adjustments Prior to Start

APPROVED: Tyler Project Manager or Project Executive	**APPROVED: County**
X First Name – Last Name Project Manager – Tyler Technologies, Inc.	X First Name – Last Name Project Manager – County

EXHIBIT B – PRICING SCHEDULE

Pricing Summary

Initial Term: Years 1 – 5				
	Agreement Year(s)	**Fixed Amount**	**Not-to-Exceed Amount**	**Totals**
Implementation Services Schedule B.1 Fixed Price Deliverables	1 and 2	$ 507,957		$ 507,957
Implementation Services Schedule B.2 Hourly Not-to-Exceed Deliverables	1 and 2		$ 838,500	$ 838,500
SaaS Fees	1	$ 174,000		$ 174,000
	2	$ 372,000		$ 372,000
	3	$ 396,000		$ 396,000
	4	$ 412,000		$ 412,000
	5	$ 428,400		$ 428,400
Initial Term Totals		$ 2,290,357	$ 838,500	$ 3,128,857

First Option Term: Years 6 – 7				
	Agreement Year(s)	**Fixed Amount**	**Not-to-Exceed Amount**	**Totals**
SaaS Fees	6	$ 445,600		$ 445,600
	7	$ 463,200		$ 463,200
First Option Term Totals		$ 908,800		$ 908,800

Second Option Term: Years 8 – 9				
	Agreement Year(s)	**Fixed Amount**	**Not-to-Exceed Amount**	**Totals**
SaaS Fees	8	$ 481,600		$ 481,600
	9	$ 501,200		$ 501,200
Second Option Term Totals		$ 982,800		$ 982,800

Third Option Term: Years 10 – 11				
	Agreement Year(s)	**Fixed Amount**	**Not-to-Exceed Amount**	**Totals**
SaaS Fees	10	$ 521,200		$ 521,200
	11	$ 541,600		$ 541,600
Third Option Term Totals		$ 1,062,800		$ 1,062,800

EXHIBIT B – PRICING SCHEDULE

Pricing Summary

Pool Dollars				
	Agreement Year(s)		**Not-to-Exceed Amount**	**Totals**
Optional Work Using Pool Dollars	1 – 11			$ 1,074,000
Pool Dollars Total				$ 1,074,000

Agreement Maximum		
Initial Term	$	3,128,857
First Option Term	$	908,800
Second Option Term	$	982,800
Third Option Term	$	1,062,800
Pool Dollars	$	1,074,000
Maximum Agreement Sum	**$**	**7,157,257**

Implementation Services include fixed price Deliverables totaling $507,957 and Deliverables charged by the hour not-to-exceed $838,500 as detailed in Schedule B.2 - Hourly Not-to-Exceed Deliverables.

EXHIBIT B – PRICING SCHEDULE
Schedule B.1 – Fixed Price Deliverables

Fixed Price Deliverables

Holdbacks are 15% of the fixed price indicated.

Section	Deliverables	Invoice Event	Price	Holdback Amount	Net Invoice Amount
PHASE I					
Project Management	3.1.1.1	Acceptance of PCD Deliverable under Task 3.1	$ 20,953	$ 3,143	$ 17,810
Requirements elaboration and Design Specification	3.2.1.1.1, 3.2.1.1.2, 3.2.1.2	Acceptance of all Deliverables under Task 3.2.1	$ 20,953	$ 3,143	$ 17,810
System Provisioning, Configuration, and Reporting	3.2.2.1, 3.2.2.2.1, 3.2.2.2.2, 3.2.2.2.3, 3.2.2.3, 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, 3.2.2.7, 3.2.2.8	Acceptance of all Deliverables under Task 3.2.2	$ 20,953	$ 3,143	$ 17,810
Disaster Recovery Planning	3.2.4.1.1, 3.2.4.1.2	Acceptance of all Deliverables under Task 3.2.4	$ 20,953	$ 3,143	$ 17,810
System Testing and Defect Resolution	3.2.5.1.1, 3.2.5.1.2 3.2.5.2.1, 3.2.5.2.2	Acceptance of all Deliverables under Task 3.2.5	$ 20,953	$ 3,143	$ 17,810
Training and Documentation	3.2.6.1, 3.2.6.2, 3.2.6.3, 3.2.6.4.1, 3.2.6.4.2	Acceptance of all Deliverables under Task 3.2.6	$ 20,953	$ 3,143	$ 17,810
Implementation – Transition to Production	3.2.7.1, 3.2.7.2, 3.2.7.3	Acceptance of all Deliverables under Task 3.2.7	$ 20,953	$ 3,143	$ 17,810
Project Management	3.1.1.2, 3.1.2.1, 3.1.2.2, 3.1.2.3	Acceptance of all Deliverables under Task 3.2.8	$ 20,953	$ 3,143	$ 17,810
System Acceptance with respect to Phase I for PSAMS Solution	3.2.8.1	Acceptance of all Deliverables under Task 3.2.8		$ (25,144)	$ 25,144
TOTAL PHASE I FIXED-PRICE DELIVERABLES			**$167,624**	**$ -**	**$ 167,624**
PHASE II					
Project Management	3.1.1.2	Acceptance of PCD Deliverable under Task 3.1	$ 48,619	$ 7,293	$ 41,326
Requirements elaboration and design specification	3.3.1.1.1, 3.3.1.1.2, 3.3.1.2	Acceptance of all Deliverables under Task 3.3.1	$ 48,619	$ 7,293	$ 41,326
System Provisioning, Configuration, and Reporting	3.3.2.1, 3.3.2.2.1, 3.3.2.2.2, 3.3.2.2.3, 3.3.2.3, 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, 3.3.2.7, 3.3.2.8	Acceptance of all Deliverables under Task 3.3.2	$ 48,619	$ 7,293	$ 41,326

EXHIBIT B – PRICING SCHEDULE
Schedule B.1 – Fixed Price Deliverables

Fixed Price Deliverables

Holdbacks are 15% of the fixed price indicated.

Section	Deliverables	Invoice Event	Price	Holdback Amount	Net Invoice Amount
System Testing and Defect Resolution	3.3.5.1.1, 3.3.5.1.2 3.3.5.2.1, 3.3.5.2.2	Acceptance of all Deliverables under Task 3.3.5	$ 48,619	$ 7,293	$ 41,326
Training and Documentation	3.3.6.1, 3.3.6.2, 3.3.6.3, 3.3.6.4	Acceptance of all Deliverables under Task 3.3.6	$ 48,619	$ 7,293	$ 41,326
Implementation – Transition to Production	3.3.7.1, 3.3.7.2, 3.3.7.3	Acceptance of all Deliverables under Task 3.3.7	$ 48,619	$ 7,293	$ 41,326
Project Management	3.1.1.2, 3.1.2.1, 3.1.2.2, 3.1.2.3	Acceptance of all Deliverables under Task 3.3.8	$ 48,619	$ 7,293	$ 41,326
System Acceptance with Respect to Phase II for PSAMS Solution	3.3.8.1	Acceptance of all Deliverables under Task 3.3.8		$ (51,051)	$ 51,051
TOTAL PHASE II FIXED-PRICE DELIVERABLES			**$340,333**	**$ -**	**$ 340,333**

TOTAL FIXED-PRICE DELIVERABLES - PHASE I AND PHASE II	**$ 507,957.0**	**$ -**	**$ 507,957**

Deliverables 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, and 3.2.2.7 for Phase I and Deliverables 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, and 3.3.2.7 for Phase II are not-to-exceed Deliverables with payment points specified on Schedule B.2 - Hourly Not-to-Exceed Deliverables. They are listed here to note that they must be completed in order for the Contractor to invoice for the fixed price payments associated with Task 3.2.2 for Phase I & Task 3.3.2 for Phase II, respectively.

Payment for aggregate Holdback Amount for Phase I fixed-price Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.2.8.1 for - Final Acceptance with Respect to Phase I.

Payment for aggregate Holdback Amount for Phase II fixed-price Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.3.8.1 for - Final Acceptance with Respect to Phase II.

EXHIBIT B – PRICING SCHEDULE
Schedule B.2 – Hourly Not-to-Exceed Deliverables

Not-to-Exceed Deliverables

Holdbacks are 15% of amount billed based on Hourly Rates.

Contractor shall provide all work under the applicable Data Migration subtasks under Exhibit A (Statement of Work) on a not-to-exceed basis at $155 per hour. Charges for such Data Migration work shall not exceed 2,100 hours or $325,500 in total for Phases I and II. The Deliverables for Data Migrations that are to be provided on a not-to-exceed basis are Deliverables 3.2.3.1 and 3.2.3.2 for Phase I and Deliverables 3.3.4.1 and 3.3.4.2 for Phase II. All Deliverables referenced are in Exhibit A (Statement of Work).

Contractor shall provide all work under the applicable Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) subtasks under Exhibit A (Statement of Work) on a not-to-exceed basis at $180 per hour. Charges for such Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (interfaces) work shall not exceed 2,850 hours or $513,000 in total for Phases I and II. The Deliverables for Custom Development, Letters and Notices, Custom Report Forms, Reports for Phase I that are to be provided on a not-to-exceed basis are Deliverables 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, and 3.2.2.7, and for Phase II are Deliverables 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, and 3.3.2.7. The Deliverables for System Integration that are to be provided on a not-to-exceed basis are Deliverables 3.3.3.1,3.3.3.2,3.3.3.3.1,3.3.3.3.2, and 3.3.3.4. All Deliverables referenced are in Exhibit A (Statement of Work).

Payment for not-to-exceed work for Data Migration, Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) work shall be due upon receipt of a properly prepared invoice accompanied by the applicable approved Acceptance Certificate for the required project status report as set forth in Subtask 3.1.2 . The invoice for the fifth and final payment point for Data Migration additionally requires an approved Acceptance Certificate for Deliverable 3.3.4.2 for Data Migration for Phase II. The invoice for the fifth and final payment point for Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) additionally requires an approved Acceptance Certificate for Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II. All subtasks and Deliverables referenced are in Exhibit A (Statement of Work).

Required Deliverables	Invoice Event	Maximum Price	Maximum Holdback Amount	Maximum Net Invoice Amount
Weekly project status report with progress report on Deliverables	Completion of 350 hours of billable work for Data Migration	$ 54,250	$ 8,138	$ 46,112
Weekly project status report with progress report on Deliverables	Completion of 700 cumulative hours of billable work for Data Migration	$ 54,250	$ 8,138	$ 46,112
Weekly project status report with progress report on Deliverables	Completion of 1,150 cumulative hours of billable work for Data Migration	$ 69,750	$ 10,463	$ 59,287
Weekly project status report with progress report on Deliverables	Completion of 1,600 cumulative hours of billable work for Data Migration	$ 69,750	$ 10,463	$ 59,287
Weekly project status report with progress report on Deliverables and completion of Deliverable 3.3.4.2 for Data Migration for Phase II.	Completion of Data Migration for Phase II	$ 77,500	$ 11,625	$ 65,875
Weekly project status report with progress report on deliverables	Completion of 570 hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	$ 102,600	$ 15,390	$ 87,210

EXHIBIT B – PRICING SCHEDULE
Schedule B.2 – Hourly Not-to-Exceed Deliverables

Weekly project status report with progress report on Deliverables	Completion of 1,140 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	$ 102,600	$ 15,390	$ 87,210
Weekly project status report with progress report on Deliverables	Completion of 1,710 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	$ 102,600	$ 15,390	$ 87,210
Weekly project status report with progress report on Deliverables	Completion of 2,280 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	$ 102,600	$ 15,390	$ 87,210
Weekly project status report with progress report on Deliverables and completion of Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II	Completion of User Acceptance Testing for Phase II	$ 102,600	$ 15,390	$ 87,210
System Acceptance with Respect to Phase II for PSAMS Solution			$ (125,777)	$ 125,777
Maximum Total Hourly Not-to-Exceed Deliverables - Phase I and Phase II		**$ 838,500**	**$ -**	**$ 838,500**

Payment for aggregate Holdback Amount for not-to-exceed Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.3.8.1 for - Final Acceptance with Respect to Phase II.

EXHIBIT B – PRICING SCHEDULE
Schedule B.3 – SaaS Fees:
Tyler Supervision & Tyler Supervision Access

SaaS Fees are due quarterly in arrears according to the schedule below.

Initial Term: Years 1 – 5				
Agreement Year	**Agreement Quarter**	**Tyler Supervision**	**Tyler Supervision Access**	**Total Quarterly SaaS Fees**
1	1	$ 37,500	$ -	$ 37,500
	2	$ 37,500	$ -	$ 37,500
	3	$ 37,500	$ 12,000	$ 49,500
	4	$ 37,500	$ 12,000	$ 49,500
2	5	$ 75,000	$ 12,000	$ 87,000
	6	$ 75,000	$ 12,000	$ 87,000
	7	$ 75,000	$ 24,000	$ 99,000
	8	$ 75,000	$ 24,000	$ 99,000
3	9	$ 75,000	$ 24,000	$ 99,000
	10	$ 75,000	$ 24,000	$ 99,000
	11	$ 75,000	$ 24,000	$ 99,000
	12	$ 75,000	$ 24,000	$ 99,000
4	13	$ 78,000	$ 25,000	$ 103,000
	14	$ 78,000	$ 25,000	$ 103,000
	15	$ 78,000	$ 25,000	$ 103,000
	16	$ 78,000	$ 25,000	$ 103,000
5	17	$ 81,100	$ 26,000	$ 107,100
	18	$ 81,100	$ 26,000	$ 107,100
	19	$ 81,100	$ 26,000	$ 107,100
	20	$ 81,100	$ 26,000	$ 107,100
Initial Term Subtotal		$ 1,386,400	$ 396,000	$ 1,782,400

First Option Term: Years 6 – 7				
Agreement Year	**Agreement Quarter**	**Tyler Supervision**	**Tyler Supervision Access**	**Total Quarterly SaaS Fees**
6	21	$ 84,400	$ 27,000	$ 111,400
	22	$ 84,400	$ 27,000	$ 111,400
	23	$ 84,400	$ 27,000	$ 111,400
	24	$ 84,400	$ 27,000	$ 111,400
7	25	$ 87,700	$ 28,100	$ 115,800
	26	$ 87,700	$ 28,100	$ 115,800
	27	$ 87,700	$ 28,100	$ 115,800
	28	$ 87,700	$ 28,100	$ 115,800
First Option Term Subtotal		$ 688,400	$ 220,400	$ 908,800

EXHIBIT B – PRICING SCHEDULE
Schedule B.3 – SaaS Fees:
Tyler Supervision & Tyler Supervision Access

Second Option Term: Years 8 – 9				
Agreement Year	**Agreement Quarter**	**Tyler Supervision**	**Tyler Supervision Access**	**Total Quarterly SaaS Fees**
8	29	$ 91,200	$ 29,200	$ 120,400
	30	$ 91,200	$ 29,200	$ 120,400
	31	$ 91,200	$ 29,200	$ 120,400
	32	$ 91,200	$ 29,200	$ 120,400
9	33	$ 94,900	$ 30,400	$ 125,300
	34	$ 94,900	$ 30,400	$ 125,300
	35	$ 94,900	$ 30,400	$ 125,300
	36	$ 94,900	$ 30,400	$ 125,300
Second Option Term Subtotal		$ 744,400	$ 238,400	$ 982,800

Third Option Term: Years 10 – 11				
Agreement Year	**Agreement Quarter**	**Tyler Supervision**	**Tyler Supervision Access**	**Total Quarterly SaaS Fees**
10	37	$ 98,700	$ 31,600	$ 130,300
	38	$ 98,700	$ 31,600	$ 130,300
	39	$ 98,700	$ 31,600	$ 130,300
	40	$ 98,700	$ 31,600	$ 130,300
11	41	$ 102,600	$ 32,800	$ 135,400
	42	$ 102,600	$ 32,800	$ 135,400
	43	$ 102,600	$ 32,800	$ 135,400
	44	$ 102,600	$ 32,800	$ 135,400
Third Option Term Subtotal		$ 805,200	$ 257,600	$ 1,062,800

Totals	**Tyler Supervision**	**Tyler Supervision Access**	**Total SaaS Fees**
	$ 3,624,400	**$ 1,112,400**	**$ 4,736,800**

EXHIBIT B – PRICING SCHEDULE
SCHEDULE B.4 – Hourly Rates and Pool Dollars

Pool Dollars	
The amount indicated is the total amount of Pool Dollars available for Optional Work under the agreement over the initial term and any and all option terms. Optional Work is engaged by County and documented pursuant to Subparagraph 4.5 (Optional Work) of the Agreement shall use the applicable Hourly Rates set forth below.	**Amount**
	$1,074,000

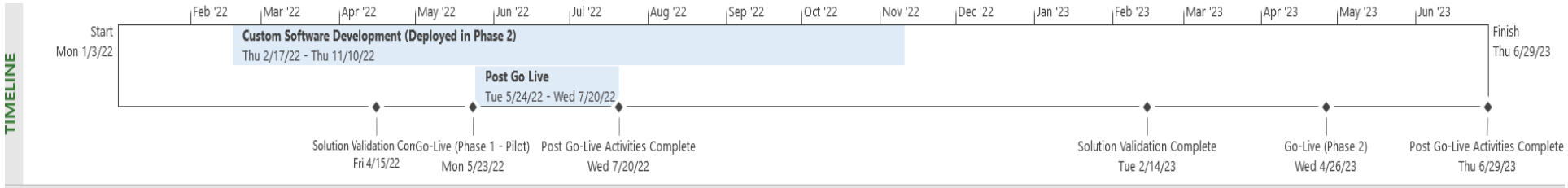
Hourly Rates

The Hourly Rates shall apply to:
1. Optional Work under Subparagraph 4.5 (Optional Work) of the Agreement.
2. Applicable Data Migration, Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (interfaces) subtasks under Exhibit A (Statement of Work). See Schedule B.2 - Hourly Not-to-Exceed Deliverables.

Professional Services	Years 1 through 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Data Migration	$155	$161	$168	$174	$181	$189	$196
Setup, Configuration, and Consulting	$155	$161	$168	$174	$181	$189	$196
Training	$155	$161	$168	$174	$181	$189	$196
Go-Live Assistance	$155	$161	$168	$174	$181	$189	$196
Project Management	$170	$177	$184	$191	$199	$207	$215
Deployment Setup	$180	$187	$195	$202	$211	$219	$228
Reports	$180	$187	$195	$202	$211	$219	$228
Custom Development	$180	$187	$195	$202	$211	$219	$228

EXHIBIT C

PSAMS PROJECT TIMELINE



GANTT CHART

		Task Name	Duration	Start	Finish
0		LA Pretrial - Tyler Supervision Implementation	377 days	Mon 1/3/22	Thu 6/29/23
1		1 Multi-Phase Activities	356 days	Mon 1/3/22	Wed 5/31/23
2		*1.1 Start Project*	*0 days*	*Mon 1/3/22*	*Mon 1/3/22*
3		1.2 Weekly Status Meetings	354 days	Wed 1/5/22	Wed 5/31/23
78		1.3 Weekly Status Meetings	1 day	Mon 2/7/22	Mon 2/7/22
79		*1.4 Project Planning*	*25 days*	*Mon 1/3/22*	*Fri 2/4/22*
85		1.5 Custom Software Development (Deployed in Phase 2)	188 days	Thu 2/17/22	Thu 11/10/22
94		2 Phase 1 - Pilot	141 days	Mon 1/3/22	Wed 7/20/22
95		2.1 Project Deployment Initiation / Configuration	30 days	Mon 2/7/22	Fri 3/18/22
99		2.2 Data Conversion	49 days	Mon 1/3/22	Thu 3/10/22
107		2.3 Solution Validation	20 days	Mon 3/21/22	Fri 4/15/22
113		2.4 End User Training	20 days	Mon 4/18/22	Fri 5/13/22
119		2.5 Go Live	11 days	Mon 5/16/22	Tue 5/31/22
125		2.6 Post Go Live	40 days	Tue 5/24/22	Wed 7/20/22
130		3 Phase 2	236 days	Thu 7/21/22	Thu 6/29/23
131		3.1 Project Deployment Initiation / Configuration	75 days	Thu 7/21/22	Thu 11/3/22
135		3.2 Data Conversion	131 days	Thu 7/21/22	Wed 2/1/23
143		3.3 Solution Validation	65 days	Fri 11/4/22	Tue 2/14/23
149		3.4 End User Training	45 days	Wed 2/15/23	Tue 4/18/23
155		3.5 Go Live	11 days	Wed 4/19/23	Wed 5/3/23
161		3.6 Post Go Live	45 days	Thu 4/27/23	Thu 6/29/23

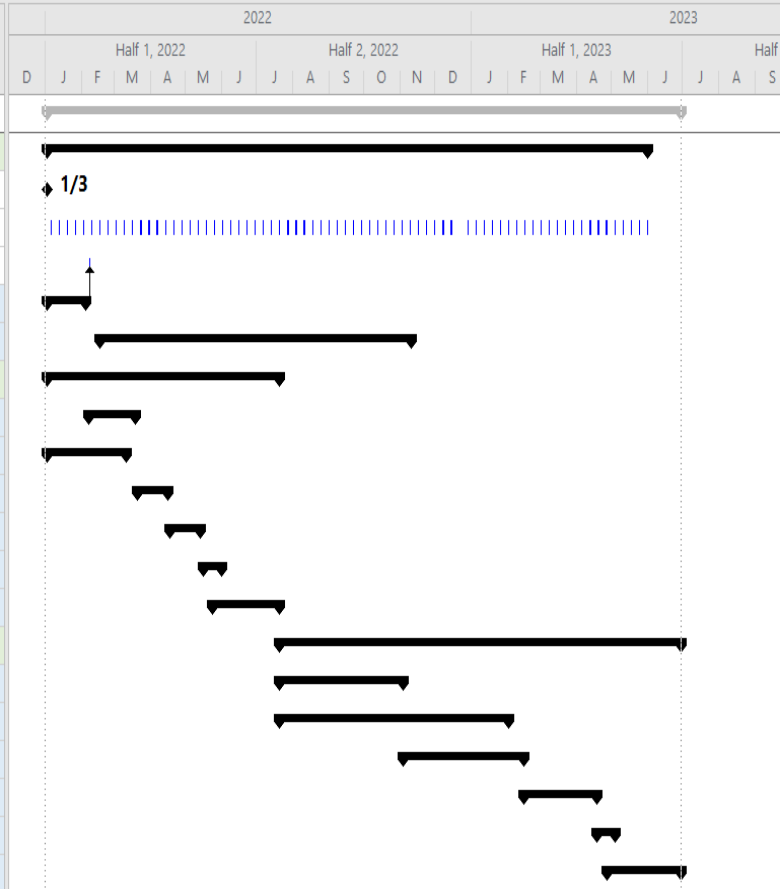


EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Tyler Technologies, Inc.,
Contractor Name

5101 Tennyson Parkway Plano, Texas 75024
Address

75-2303920
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 ☐

Rusty Smith, President Courts & Justice Division
Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: David Grkinich

Title: Bureau Chief, Pretrial Services Bureau

Address: 9150 East Imperial Highway, Downey, CA 90242

Telephone: 562-940-2697

E-Mail Address: David.Grkinich@probation.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Venkat Atluri

Title: Project Manager

Address: 9150 East Imperial Highway, Downey, CA 90242

Telephone: 562-276-0509

E-Mail Address: Venkat.Atluri@probation.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Tasha Howard

Title: Director, Contracts & Grants Management Division

Address: 9150 East Imperial Highway, Room C-29, Downey, CA 90242

Telephone: 562-940-2728

E-Mail Address: LATASHA.HOWARD@probation.lacounty.gov

COUNTY'S ADMINISTRATION

COUNTY CONTRACT MONITOR:

Name: Craig Norris

Title: Manager, Contract Monitoring

Address: 7639 South Painter Street, Whittier, CA 90602

Telephone: 562-907-3133

E-Mail Address: CRAIG.NORRIS@probation.lacounty.gov

Invoices to County shall be sent to the following:

Name: County of Los Angeles Probation Department

Title: Fiscal Unit

Address: 9150 East Imperial Highway, Room P-73
Downey, CA 90242

Insurance information to County shall be sent to the following:

Name: County of Los Angeles Probation Department

Title: Contracts & Grants Management Division

Address: 9150 East Imperial Highway, Room C-29
Downey, CA 90242

Notices to County shall be sent to the following:

Name: Tasha Howard

Title: Director, Contracts & Grants Management Division

Address: 9150 East Imperial Highway, Room C-29, Downey, CA 90242

Telephone: 562-940-2728

E-Mail Address: LATASHA.HOWARD@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Tyler Technologies Inc.,

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR: _____

Name: Tim Allen
Title: Manager, Professional Services
Address: 5101 Tennyson Parkway
Plano, Texas 75024
Telephone: 972.713.3770 ext: 113661
E-Mail Address: tim.allen@tylertech.com

CONTRACTOR'S PROJECT MANAGER: _____

Name: Darrell Markham
Title: Project Manager
Address: 5101 Tennyson Parkway
Plano, Texas 75024
Telephone: 972.713.3770 ext: 651034
E-Mail Address: darrell.markham@tylertech.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Rusty Smith
Title: President Courts & Justice Division
Address: 5101 Tennyson Parkway
Plano, Texas 75024
Telephone: 800.966.6999
E-Mail Address: rusty.smith@tylertech.com

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

Notices to Contractor shall be sent to the following:

Name:	Tyler Technologies, Inc.
Title:	Chief Legal Officer
Address:	1 Tyler Drive
	Yarmouth, ME 04096
Telephone:	800.772.2260
E-Mail Address:	Abigail.diaz@tylertech.com

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, subcontractors and independent contractors (collectively, Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to County Confidential Information, as defined under the Agreement, pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such Confidential Information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any of the foregoing described County Confidential Information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other

original materials produced, created, or provided to Contractor and Contractor's Staff that is considered confidential or sensitive information under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

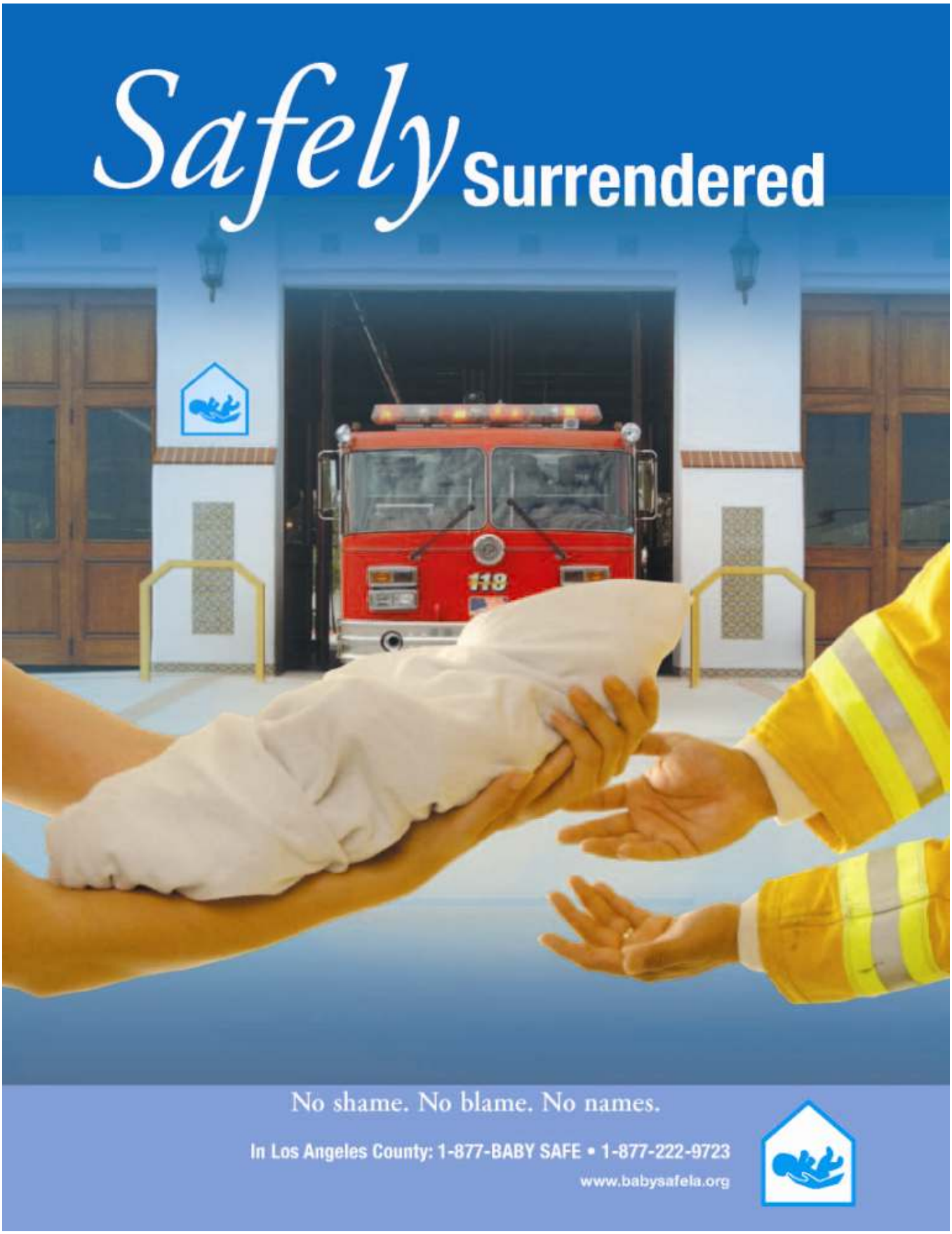
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

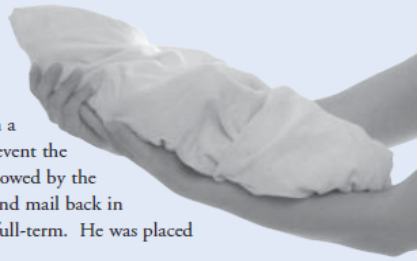
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

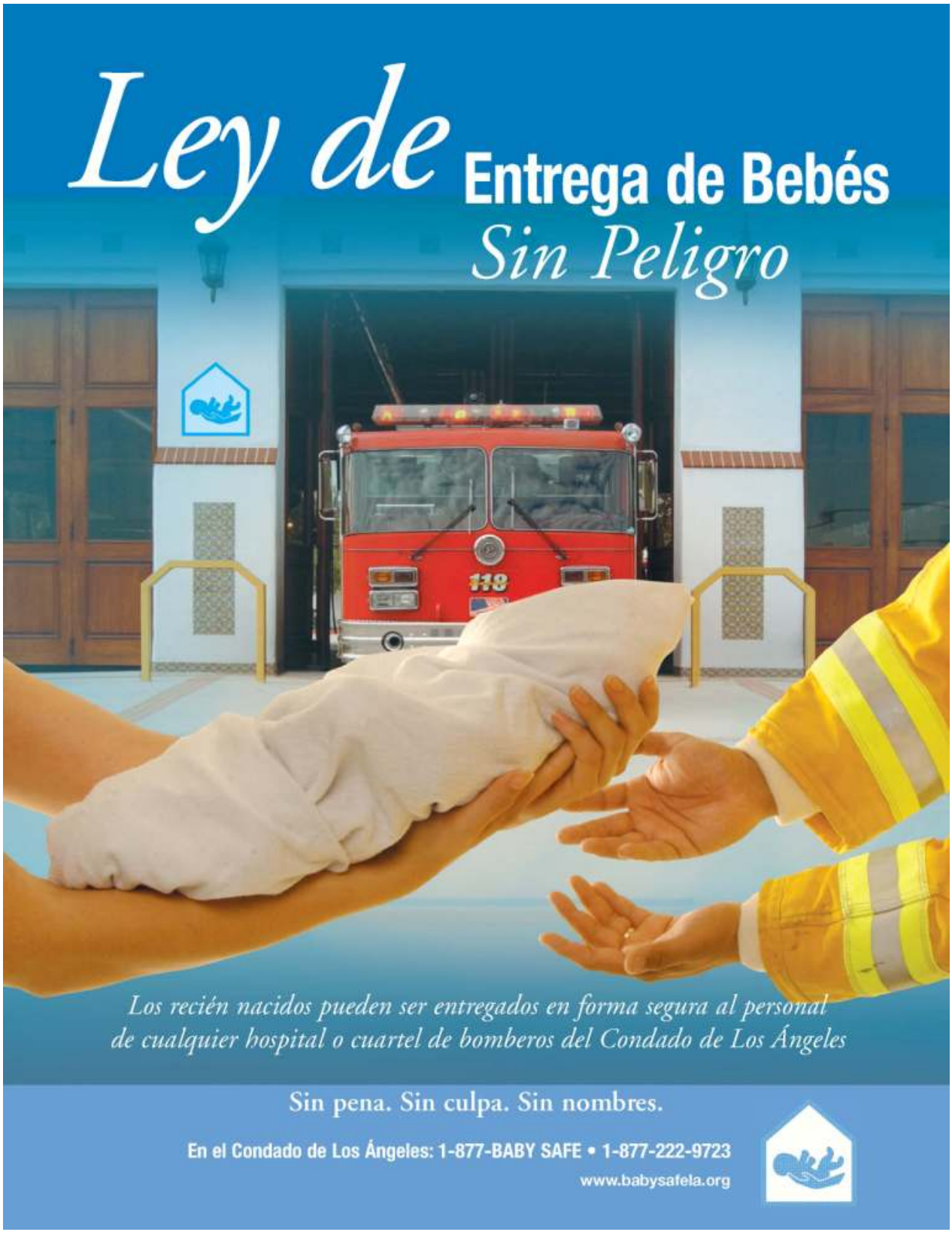
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

This Exhibit J (Information Security and Privacy Requirements Exhibit (together with all addenda attached hereto, the "Exhibit") is attached to and forms a part of that certain Agreement for Pretrial Services Assessment and Monitoring System and Related Services, dated as of the Effective Date (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the "Agreement"), between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and Tyler Technologies, Inc. ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

The County is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Exhibit sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Agreement and maintained throughout the term of the Agreement. This Exhibit applies to County Information to which Contractor has access to, possession of, or custody or control over under the Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the Agreement and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) ensure that no Contractor activity exposes County to Threats and Risks to County systems and Information; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this Exhibit.

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to the County. County Data as defined in the Agreement constitutes County Information for all purposes under this Exhibit.

d. **Data:** a subset of Information comprised of qualitative or quantitative values.

e. **Incident:** an actual unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of County Information that is in Contractor's possession, custody, or control.

f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

j. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

m. **Privacy Program:** Contractor's privacy program for meeting the applicable privacy requirements, and managing privacy risks, under the Agreement.

n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

p. **Vulnerability:** a weakness in a system, application, network, or process that is subject to exploitation or misuse.

q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Agreement.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of

County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

County's right to review Contractor's Information Security Program is as described in Section 16.b. of this Exhibit.

b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

County's right to review Contractor's Privacy Program is as described in Section 16.b. of this Exhibit.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and

ownership thereto. County Information shall not be used by the Contractor for any purpose other than as expressly permitted under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the Licensed Software and/or other Services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Agreement and as otherwise expressly permitted under the Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time. Notwithstanding anything to the contrary in this section, Contractor and its personnel are free to use, disclose, and employ their general skills, knowhow, methods, techniques, or skills gained or learned during the course of the Agreement so long as they acquire and apply such information without unauthorized use or disclosure of County Information.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within five (5) business days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) business days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

b. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall supply each of its employees with appropriate, annual training regarding Information

Security procedures, Risks, and Threats. The Contractor agrees that training will cover the following topics or their equivalent(s):

a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual breaches of security.

County's right to review Contractor's annual training is as described in Section 16.b. of this Exhibit.

8. SUBCONTRACTORS

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors. The terms of this Exhibit apply to all work provided by Contractor whether provided directly by Contractor or through Subcontractors. The Contractor shall be subject to the following terms and conditions: (i) each Subcontractor (other than Amazon Web Services Inc.) must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Contractor shall be and remain fully responsible for the due and proper performance of all Contractor obligations under this Agreement.

Advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer is required prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-3 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security **(**IPSec**)**, at a minimum cipher strength of 256 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

The Contractor shall store any County data in a secure government cloud environment in the USA as

applicable as is specified in Exhibit A (Statement of Work) and the Agreement, with any changes thereto requiring prior written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in accordance with industry standards and consistent with the manner prescribed in this section unless the Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will confirm the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction within thirty (30) days of termination or expiration of the Agreement. An attestation on company letterhead and certified documentation from a media destruction firm will be sent to the County's Project Director within thirty (30) days of the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder that would survive termination or expiration of the Agreement, if any).

11. INTENTIONALLY OMITTED

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware

software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

County's right to review Contractor's operational management, business continuity, and disaster recovery plans is as described in Section 16.b. of this Exhibit.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the County Project Director in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief

Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;

c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

d. Applications will include access control to limit user access to County Information and application system functions;

e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

County's right to review Contractor's formal procedures for access control is as described in Section 16.b. of

this Exhibit.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

a. Promptly and expeditiously as possible and without undue delay, and in no event later than seventy-two (72) hours of detection of the Incident, notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information. All notifications shall be submitted via email and telephone. Sensitive data included in the email shall be encrypted.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Jeffrey Aguilar
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:
Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:
Zaven Buickians
Departmental Information Security Officer
9150 E. Imperial Hwy
Downey, CA 90242
562-619-2382
Zaven.Buickians@probation.lacounty.gov

b. Include the following Information in all notices unless prohibited by applicable law:

i. The date and time of discovery of the Incident,

ii. The approximate date and time of the Incident,

iii. A description of the type of County Information involved in the reported Incident, and

iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide

Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident unless prohibited by applicable law.

Notwithstanding any other provisions in this Agreement and Exhibit, and without limitation, regarding all Incidents involving County Information that is in Contractor's possession, custody, or control, and caused by the Contractor's negligence, errors, or lack of Information Security or privacy controls or provisions, Contractor shall be responsible for all corrective action and notifications as required by applicable law.

15. INTENTIONALLY OMITTED

16. AUDIT AND INSPECTION

a. **Self-Audits.** Contractor agrees to conduct an annual Systems and Organizational Controls ("SOC") 2 Type II audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. A summary of the audit prepared by the third-party auditor, including but not limited to a high-level description of the strengths and weaknesses, and the Contractor's plan for addressing or resolving control deficiencies shall be shared with County's Chief Information Security Officer upon County's written request (email request is sufficient). The Contractor agrees to provide County with the current audit certifications upon request. Additionally, upon County's written request therefor, Contractor such provide to the County, documentation confirming Contractor's correction of control deficiencies, promptly upon Contractor's completion of the corrective measures.

   Subject to Paragraph 11.0 (Confidentiality) of the Agreement, all information provided by Contractor hereunder shall be considered Contractor's Confidential Information and treated by County accordingly.

b. **County Requested Review.** On the request of County not more often than annually, and in connection with an Incident, at its own expense, the County shall have the right to review the Contractor's security and privacy practices, services and/or systems storing or processing County Information, and overall compliance with this Exhibit through the process described in this section. The review shall be limited to the following: (i) County may require Contractor to complete one or more written questionnaires regarding Contractor's Information Security Program and Privacy Program; and (ii) interviews with Contractor's information security and privacy personnel, which may be conducted by video conference.

   Such review shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The Contractor shall address deficiencies found during the review within reasonable timeframes.

   Subject to Paragraph 11.0 (Confidentiality) of the Agreement, all information provided by Contractor hereunder shall be considered Contractor's Confidential Information and treated by County accordingly.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed the

Agreement.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County Indemnitees from and against any and all third-party claims, demands liabilities, damages, judgments, awards, losses, costs and expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information; and/or
- Any breach of Confidentiality, or Incident involving County Information that occurs on the Contractor's systems or networks.

Contractor's control over the defense, County's right to participate in the defense, and Contractor's ability to enter into settlements shall be in accordance with Subparagraph 20.1 (General Indemnification) of the Agreement.

EXHIBIT K – SERVICE LEVEL REQUIREMENTS

This Exhibit K (Service Level Requirements) to that certain Agreement for Pretrial Services Assessment and Monitoring System and Related Services, dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the "Agreement"), between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and Tyler Technologies, Inc. ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

I. SCOPE OF SERVICES

Contractor shall provide Support Services and Hosting Services in accordance with the requirements set forth in the body of the Agreement, the applicable tasks of the Statement of Work, and this Exhibit K.

A. Definitions

1. *Attainment*: The percentage of time the Licensed Software is available during a calendar quarter. Attainment equals Service Availability less Downtime divided by Service Availability.
2. *Client Error Incident*: Any service unavailability resulting from County applications, content or equipment, or the negligent or malicious acts or omissions of any County Users or third-party providers over whom Contractor exercises no control, when such acts or omissions result in service unavailability.
3. *Downtime*: Those minutes during Service Availability, as defined below, when all Users cannot do any one of the following: launch, login, search or save primary data in the Licensed Software.
4. *Emergency Maintenance*: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Contractor and the County.
5. *Planned Downtime*: Downtime that occurs during a Standard Maintenance or Emergency Maintenance window.
6. *Remote Management Tools*: The suite of automated tools used by Contractor to monitor server(s) and the PSAMS Solution performance.
7. *Service Availability*: The total number of minutes in a calendar quarter that the Licensed Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, and Force Majeure.

8. *Standard Maintenance*: Routine maintenance to the Licensed Software and infrastructure.

B. Support Call Process

1. Support Call Channels

Contractor shall provide the following channels of Licensed Software support:

a. Tyler Community – an on-line resource, Tyler Community provides a venue for County to collaborate with other Contractor clients with current maintenance agreements, share best practices and resources, and access documentation.

b. On-line submission (portal) – for less urgent and functionality-based questions, County Users may create unlimited support incidents through the customer relationship management portal available at Contractor's website.

c. Email – for less urgent situations, County Users may submit unlimited emails directly to Contractor's software support group.

d. Telephone – for urgent or complex questions, County Users receive toll-free, unlimited telephone software support.

County Project Director or his/her designee will identify County staff authorized to access and initiate incident reports/service requests. County will notify Contractor in writing of all such authorized personnel.

2. Support Resources

Contractor shall provide the following additional resources to provide a comprehensive and complete support experience:

a. Contractor's Website – www.tylertech.com – For accessing client tools and other information including support contact information.

b. Tyler Community – Available through login, Tyler Community provides a venue for County and other Contractor clients to support one another and share best practices and resources.

c. Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.

d. Program Updates – where development activity is made available for client consumption in the form of release notes that are sent via email to the County.

3. **Support Availability**

Contractor support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) Pacific time. Contractor's holiday schedule is outlined below. Other than as stated in this Section I.B.3, there will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Contractor shall provide after-hours support for Priority Level 1 (as defined below) incidents only. Upon receipt of a report of a Priority Level 1 incident that is determined to be a Defect, Contractor shall use commercially reasonable efforts to meet the resolution targets set forth below.

4. **Issue Tracking**

Every support incident is logged into Contractor's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident number is used to track and reference open issues when clients contact support. County may track incidents, using the incident number, through the portal at Contractor's website or by calling Licensed Software support directly. Report on Defects and their resolution shall be available to the County in the Customer Relationship Management System.

5. **Incident Priority**

Each incident is assigned a priority level, which corresponds to the County's needs and deadlines. County is responsible for reasonably setting the priority level of the incident per the chart below.

This chart is not intended to address every type of support incident. The goal is to help guide the County towards clearly understanding and communicating the importance of the issue or severity of the impact on the County's ability to conduct business, and to describe generally expected responses and resolutions.

For example only, the County would reasonably set the priority level of incidents involving poor system performance or loss or corruption of data according to importance of the issue or severity of the impact on the County's ability to conduct business.

If a Defect is not resolved within the applicable resolution targets set forth below, in addition to other remedies available to County under this Exhibit K, County shall have the right to escalate the incident to the next more severe priority level.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the County's remote location; or (c) systemic loss of multiple essential system functions.	Contractor shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a viable circumvention procedure within one (1) business day.
2 High	Support incident that causes repeated, consistent failure of essential functionality affecting more than one User.	Contractor shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a viable circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing viable circumvention procedure, or a Priority Level 2 incident that affects only one User or for which there is an existing viable circumvention procedure.	Contractor shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents without the need for a viable circumvention procedure with the next published maintenance update or service pack.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Contractor shall provide an initial response to Priority Level 4 incidents within two (2) business days. Contractor shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

6. **Incident Resolution**

   a. Contractor acknowledges that, as part of corrective measures to resolve a Defect, Contractor may be required to repair, replace, or reinstall all or any part of Licensed Software or Hosted Environment, or provide other material or update the Licensed Software or the Hosted Environment, to remedy such Defect.

   b. Contractor shall develop a viable circumvention procedure or a fix, if applicable, for Defects and maintain a sustained level of effort until such viable circumvention procedure or fix is available. Systems patched for a security problem or mitigated with a viable circumvention procedure must be tested for effectiveness of the implemented solution and the results of such tests shall be provided to County.

   c. The target for resolving each incident shall start tolling when County reports the incident to Contractor, or upon discovery of incident by Contractor, whichever occurs first.

   d. Contractor shall maintain ongoing communication with County regarding the status of correction of all incidents.

   e. County may contact Contractor personnel to inquire about the status of resolution of any incident.

   f. County will have appropriate resources available throughout the duration of each incident to provide reasonable cooperation and assistance to Contractor.

7. **Incident Escalation**

   Contractor's Licensed Software support consists of four levels of personnel:

   (1) Level 1: front-line representatives

(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

Contractor will provide County with the contact information of the personnel positions identified above and will update such contact information as needed throughout the term of the Agreement. If County feels it is not receiving the service needed, County may contact the Software Support Manager for the Licensed Software to escalate the incident. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the County's needs.

On occasion, the priority or immediacy of a Licensed Software support incident may change after initiation. County may communicate any change in the level of urgency or priority of Licensed Software support incidents so that Contractor can respond appropriately according to this Exhibit.

A Licensed Software support incident can be escalated by any of the following methods:

a. Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.

b. Email – County can send an email to Licensed Software support in order to escalate the priority of an issue.

c. On-line Support Incident Portal – County can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

8. **Remote Support Tool**

Some support calls require Contractor's access to a County user's work session to further analyze and solve the issue. Contractor will, at its discretion, use a mutually acceptable remote support tool. Support is able to quickly connect to the County's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Contractor uses is available upon request.

C. Revisions

1. Contractor shall without additional charge beyond the SaaS Fees provide Revisions to the Licensed Software (and related Documentation) to keep current with Contractor's technology and industry standards to include applicable enhancements and as provided to Contractor's general customer base.
2. Notwithstanding the foregoing, Contractor's obligation to provide Revisions to the Licensed Software to provide functionality to maintain the Licensed Software's compliance with applicable State laws, rules, and regulations (collectively, "Legislative Revisions") as a part of Support Services is as follows:
    a. For each annual period during the term of the Agreement, Contractor's responsibility to provide State Legislative Revisions as part of Support Services is limited to the number of hours of analysis, post-release data migration, and testing services at the applicable Hourly Rates, equal to ten percent (10%) of the total fees paid for maintenance, support, and hosting by all of Contractor's customers within the State of California for Contractor's Tyler Supervision product during the such annual period.
    b. For any annual period in which the applicable cap set forth in this Section I.C.2 is exceeded, Contractor shall notify County of the same. Thereafter, within five (5) business days of County's request, Contractor shall provide County with an accounting showing all Legislative Revisions provided during such annual period and Contractor's time spent on analysis, post-release data migration, and testing services.
    c. Legislative Revisions exceeding the applicable annual cap set forth in this Section I.C.2 shall be treated as Optional Work, requiring a Change Order under and in accordance with the Agreement. Contractor shall allocate the cost to develop and implement such Legislative Revisions proportionately among the applicable customer base described in Section I.C.2.a. according to annual fees paid for maintenance, support, and hosting services, unless the parties mutually agree on another allocation method.
    d. Contractor will use commercially reasonable efforts to implement Legislative Revisions within the time frames required by the applicable law, rule, or regulation, unless another time frame is agreed to by the parties in an applicable Change Order. Without limiting the foregoing, in any event Legislative Revisions will be included in the next version release.

e. Contractor's Legislative Revision obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of County's internal business purposes disclosed to Contractor as of the Effective Date. For example, a change that requires the collection of a new data element in an existing workflow, would not be considered an expansion of scope, but a requirement for a completely new workflow may be considered an expansion of scope.

3. During the term of this Agreement, if either (a) Contractor or, following a Successor Event, Contractor's successor no longer supports the Licensed Software to the same level required by the Agreement and/or (b) the Licensed Software is displaced in Contractor's product line or, following a Successor Event, Contractor's successor's product line by another product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall be entitled to receive such Displaced/Renamed Product as a Revision. In the event County chooses to migrate to a Displaced/Renamed Product after seven years following the Effective Date, implementation of the Displaced/Renamed Product shall be treated as Optional Work. This Section I.C.3 is not intended to limit and shall not limit Contractor's obligation under Subparagraph 4.3.1 of the Agreement.

4. All work required to ensure that a Revision is Compatible with the then-current Licensed Software shall be provided by Contractor at no additional charge to County beyond the SaaS Fees. Notwithstanding the foregoing, in the event that Contractor must modify the technology used in system interfaces to account for updated state requirements, make security or reliability improvements, or replace technologies that are no longer supported in the industry, Contractor may propose changes that require the County to update the County technology that interfaces with the PSAMS Solution. In the event that such changes are proposed, Contractor and County shall collaborate on the updated specifications, testing, and implementation timeline.

5. Contractor shall offer to County each Revision, concurrently with or promptly after a Revision is released to its general customer base.

6. Contractor makes Revisions to the Licensed Software on a weekly basis. Such Revisions that include new product features will be released with the new product features disabled to allow County to test and enable the new product features in accordance with the County's discretion. The Revisions of the Licensed Software will include at least the functionality,

level, and quality of services that County previously received and shall continue to comply with all of the requirements of this Agreement. During the term of this Agreement, as part of Support Services, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge.

7. Contractor shall assign a new and unique version name or number to the Licensed Software should the Contractor determine that a Revision, accumulation of Revisions and/or major upgrade, enhancement, or modification to the Licensed Software are significant enough as to necessitate that assignment.
8. Contractor shall deliver the related Documentation for such Revision upon installation of such Revision by updating the online user manual.
9. Contractor shall support all Hosted Environments.
10. During the Agreement term, the Contractor shall not delete or disable a feature or functionality of the Licensed Software unless the Contractor provides sixty (60) Days advance notice, and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the replacement shall be at no additional cost to the County.
11. Except as stated herein regarding Legislative Revisions, Contractor's installation of such Revisions to the Licensed Software and provision of updated Documentation shall be at no additional cost to County beyond the SaaS Fees.

D. County Environment

1. As part of Support Services, the Licensed Software shall perform as warranted so long as the County maintains the Minimum System Requirements set forth in this Agreement.
2. Prior to the installation of Revisions or installation of New Software Contractor shall test the Compatibility in the QA Environment (as defined in the Statement of Work) to validate and demonstrate the viability of the change/enhancement with all impacted County Environment components and Revision/New Software.
3. Contractor may revise the minimum PC hardware, software and/or network configuration requirements then specified (or then deemed to be specified) in the Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) as required to ensure Compatibility with new Revisions.

a. Such minimum hardware, software, and network configuration requirements shall be limited to those that are:
    i. Required to ensure Compatibility with the new Revisions.
    ii. Consistent with mainstream personal computer hardware and software.
        1. In the case of hardware, widely available from a variety of manufacturers no less than two (2) years prior to the date of recommendation and capable of running the then-current version of Microsoft Windows.
        2. In the case of software, widely available no less than one (1) year prior to the date of recommendation.
b. Upon revision in accordance with Section I.D.3.a., updates to minimum hardware, software, and/or network configuration requirements shall be deemed to update the Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) for all purposes under the Agreement.
c. For the sake of clarity, County shall bear the cost of purchasing any minimum hardware, software and/or network configuration requirements required to ensure Compatibility with a new Version, as such minimum requirements are revised by Contractor in accordance with this section.

II. HOSTING SERVICES

A. General

1. As a part of Hosting Services, Contractor shall provide and maintain the Hosted Environments and shall provide all other goods and services necessary to host the Licensed Software in accordance with the Agreement.
2. Contractor shall use industry recognized Remote Management Tools to actively monitor the PSAMS Solution, including server and application performance indicators.
3. County from time to time may request that Contractor evaluate and report PSAMS Solution performance relating to the agreed upon warranties set forth in Section IV of this Exhibit K. Contractor shall so evaluate and report on the performance of the PSAMS Solution in accordance with a monitoring plan mutually agreed upon between County Project Manager and Contractor Project Manager about County's request.

B. Maintenance Notifications

1. Contractor shall perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Contractor shall provide advance notice of those windows and will coordinate to the greatest extent possible with County.
2. Not all maintenance activities will cause application unavailability. However, if Contractor anticipates that activities during a Standard or Emergency Maintenance window may make the Licensed Software unavailable, Contractor will provide advance notice, as reasonably practicable that the Licensed Software will be unavailable during the maintenance window.

C. System Backup and Disaster Recovery

1. Contractor shall maintain and keep current the Disaster Recovery Plan approved by County under the Statement of Work.
2. Contractor shall provide disaster recovery services in accordance with such Disaster Recovery Plan that ensures compliance with this Exhibit K and the Specifications. Disaster tests are to be performed minimally once a year, or as requested by County and agreed to by Contractor, but not to exceed twice a year.

III. CHANGE MANAGEMENT

Contractor shall follow the change management process approved by County under the SOW to manage all changes to PSAMS Solution and Hosted Environment.

IV. ADDITIONAL WARRANTIES

Contractor represents, warrants, covenants, and agrees that for so long as Contractor is obligated to provide Support Services and Hosting Services in accordance with the terms hereof and in the Agreement, the Licensed Software as operated on the Hosted Environment in live production shall meet each of the performance requirements specified below:

1. System Availability Warranty

a. County Responsibilities

Whenever County experiences Downtime, County must make a support call according to the procedures outlined in the Support Call Process. County will receive a support case number.

b. Contractor Responsibilities

When Contractor's support team receives a report from County (or otherwise discovers) that Downtime has occurred or is occurring, Contractor shall work with County to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, or Force Majeure). Contractor shall also work with County to resume normal operations.

c. County Relief

Contractor's targeted Attainment goal is 100%. In the event quarterly Attainment does not meet the targeted Attainment goal, County relief in the form of credit based on a percentage of the SaaS Fees payable during the calendar quarter will apply as follows:

Actual Attainment	County Relief
99.99% - 99.90%	Remedial action will be taken
99.89% - 99.50%	2%
99.49% - 99.00%	4%
98.99% - 98.50%	6%
98.49% - 98.00%	8%
97.99% - 97.50%	10%
97.49% - 97.00%	12%
96.99% - 96.50%	14%
96.49% - 96.00%	16%
95.99% - 95.50%	18%
95.49% - 95.00%	20%

In order to receive relief credits, County must submit a request through one of the channels listed in Contractor's Support Call Process described in Section I.B. of this Exhibit K within sixty (60) days of the end of the applicable quarter. Contractor shall respond to County's relief request within thirty (30) day(s) of receipt.

The total credits confirmed by Contractor will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve

Contractor of its obligations under the Agreement to correct the problem which created the service interruption.

d. System Backup and Disaster Recovery Obligations

The Attainment warranty does not relieve Contractor from its obligations as specified in Section II.C. of this Exhibit K. Failure by Contractor to meet its obligations as specified under Section II.C. of this Exhibit K may also be considered Downtime against which Attainment will be measured.

2. System Response Time Warranty

Successful implementation of PSAMS Solution requires that the Users experience the software application as responsive, moving from screen to screen and responding to user input without noticeable lag for routine functions, including but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field or from screen to screen.

In the event that Users experience unacceptable system performance, the County shall log a support incident, assigning priority level in accordance with this Exhibit K.

V. Force Majeure

County will not hold Contractor responsible for not meeting service levels outlined in this Exhibit K to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Contractor must file with County a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Contractor's request for relief pursuant to this section. County will not unreasonably withhold its acceptance of such a request.

EXHIBIT L

CONFIDENTIALITY OF CORI

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

_____
(Signature)

_____
Name (Print)

_____
Classification

_____
Date

Copy to be forwarded to County Project Manager within five (5) business days of start of employment

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

_____ _____

Printed Name/Signature of Contractor Representative Date

_____

Organization and Title of Contractor Representative

EXHIBIT N

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT & EMPLOYEE/VOLUNTEER STATEMENT

Please see attached CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement.

STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Los Angeles County Probation Department (Public law enforcement/criminal justice agency), CA091023G County wide upgrade (ORI)

to Tyler Technologies, Inc., (Private Contractor)

to perform Cloud hosting the PSAMS and related (Type of service) services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.

2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.

STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.

2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.

3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)	Signature (Private Contractor Agency Head)
Print Name and Title	Print Name and Title
Date	Date

STATE OF CALIFORNIA
HDC 0009
(Orig. 05/2001; Rev. 03/2010)

CLETS EMPLOYEE/VOLUNTEER STATEMENT

Use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information

As an employee/volunteer of Tyler Technologies, Inc. , you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information.

Penal Code sections 11142 and 13303 state:

> **"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."**

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date

EXHIBIT O

SPECIFIED CONTRACTOR ROLES

Professional Services [9 Staff]:

Project Director (Executive Sponsor)

Project Manager

Implementation Consultant

Trainer

Software Engineering [16 Staff]:

Data Engineer/Consultant

Product Development [3 Staff]:

Developer

Software Support [9 Staff]:

Support Specialist

Support Manager

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU
9150 East Imperial Highway
Downey, CA 90242

BACKGROUND REQUEST FORM

Email Form to: Vivian.Gonzalez@probation.lacounty.gov

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if different) _____

LIVE SCAN SCHEDULE:
Monday & Friday: 8:30 AM – 4:30 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive 15 min. prior to scheduled appointment.

Completed by Requesting Agency					**Completed by Central Processing Unit**	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: CA Driver's License or Identification Card)

CONTRACT BACKGROUND APPLICATION

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME	FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number		City and Zip Code	
4. Since (date)	5. Email Address	6. Telephone	
7. Date Residence Established in California and L.A. County			8. BIRTHDATE
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)		10. Expiration Date	

11.	Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15th birthday? (Include any current investigations or pending charges).	yes	_____	No	_____
12.	Do you have any felony convictions within the past ten (10) years?	Yes	_____	No	_____
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes	_____	No	_____
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes	_____	No	_____
15.	Do you have any convictions relating to the use of weapons?	Yes	_____	No	_____
16.	Do you have any convictions or admissions for theft?	Yes	_____	No	_____
17.	Do you have any convictions or admissions for falsification of public records, including employment records?	Yes	_____	No	_____
18.	Have you ever been convicted for crimes against property within the past two (2) years?	Yes	_____	No	_____
19.	Have you ever been convicted for any sex crimes?	Yes	_____	No	_____
20.	Have you ever been convicted for crimes against children?	Yes	_____	No	_____
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes	_____	No	_____
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes	_____	No	_____
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more than one [1] in the past five [5] years?	Yes	_____	No	_____
24.	Do you have any outstanding failures to appear?	Yes	_____	No	_____
25.	Have you been convicted for any hit and run accidents within the past five (5) years?	Yes	_____	No	_____

If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant _____ Date _____

29. Check the work function that best describes the type of work you will perform.

☐ **Work Function #1**
Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

☐ **Work Function #2**
Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

☐ **Work Function #3**
Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

☐ **Work Function #4**
Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.)

☐ **Work Function #5**
Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

☐ **Work Function #6**
Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

☐ **Work Function #7**
Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.)

REVIEWED BY -

SIGNATURE TITLE DEPARTMENT DATE

PLEASE TYPEWRITE OR PRINT IN BLACKINK

Attachment II

PINK

BA FORM 03/13

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 640

DEPARTMENT OF PROBATION

December 7, 2021

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2021-22

4 - VOTES

SOURCES		USES	
GENERAL FUND A01-3052 COMMITTED FOR IT ENHANCEMENTS DECREASE OBLIGATED FUND BALANCE	1,847,000	PROBATION - FIELD SERVICES A01-2000-17000-17300 SERVICES AND SUPPLIES INCREASE APPROPRIATION	1,847,000

SOURCES TOTAL: $ 1,847,000

USES TOTAL: $ 1,847,000

JUSTIFICATION

Reflects the cancellation of obligated fund balance Committed for IT Enhancements needed to implement the Probation Department's Pretrial Services Assessment and Monitoring System (PSAMS).

AUTHORIZED SIGNATURE GINA M. BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

☐ **ACTION**

☐ **RECOMMENDATION**

☐ **APPROVED AS REQUESTED**

☐ **APPROVED AS REVISED**

AUDITOR-CONTROLLER **BY**

B.A. NO. **20**

CHIEF EXECUTIVE OFFICER **BY**

20

DRAFT

CIO ANALYSIS

BOARD AGENDA DATE:
12/7/2021

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to "requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**," per Board Policy 6.020, "Chief Information Office Board Letter Approval". This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

CONTRACT TYPE:

☒ New Contract ☒ Sole Source ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Los Angeles County Probation Department (Probation) is requesting Board of Supervisors (Board) approval to execute a new Sole Source Contract with Tyler Technologies, Inc. (Tyler) to deliver a Pretrial Services Assessment and Monitoring System (PSAMS). The Probation will procure Tyler Supervision solution and implement PSAMS as a fully supported and managed cloud-based public safety case management system. The Probation's Pretrial Services Bureau currently uses two dated, limited functionalities, expensive, and complex to maintain systems. These systems operate on an obsolescent technical platform, are not flexible and easily adaptable to support current and future business requirements, and do not comply with modern auditing and security standards. The proposed Contract Term is five (5) years with three (3) 2-year option terms, for an aggregate term of eleven (11) years. On September 10, 2020, pursuant to Board Policy 5.100, the Probation provided the Board with advance notification of its intent to enter negotiations for a Sole Source Contract with Tyler.

The Probation also requests delegated authority to execute amendments to exercise option terms, provided that County Counsel approval is obtained, reviewed by the Chief Information Officer (CIO), and notified the Board and the Chief Executive Officer (CEO).

Also, requesting a delegated authority to execute change notices and amendments to make any other necessary changes that do not materially alter any contract's term or condition and

execute change orders and amendments for additional work for system enhancements and customizations.

Additionally, The Probation requests delegated authority to terminate the Contract as necessary and execute amendments to make changes:

1. The contract's terms and conditions are mandated by federal, state, or local law or regulation or as required by the Board and/or CEO;
2. Internally reallocate funds between budget pools within the contract;
3. Approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and,
4. Make changes to the Statement of Work (SOW) as operationally necessary.

Provided that County Counsel approval is obtained and reviewed by the CIO as applicable for these actions.

Finally, requesting approval to transfer one-time funding of $1,847,000 from the Committed for Information Technology (IT), commonly known as IT Legacy Modernization funding, to the Probation's Fiscal Year 2021-22 services and supplies appropriation to implement PSAMS.

Contract Amount: maximum contract sum is not to exceed $7,157,257 for the entire Contract Term.

FINANCIAL ANALYSIS:

Contract costs:		
One-time costs		
Tyler Implementation Services[1]	$	**1,346,457**
Ongoing annual costs:		
Software as a Service (SaaS) Fees[2]	$	**4,736,800**
Initial Term (Year 1 thru 5)	$	1,782,400
First Option Term (Year 6 and 7)	$	908,800
Second Option Term (Year 8 and 9)	$	982,800
Third Option Term (Year 10 and 11)	$	1,062,800
Additional Work - Pool Dollars[3]	$	**1,074,000**
Sub-total Contract Costs (1+2+3)[4]:	**$**	**7,157,257**
Other County costs:		
One-time costs:		
Internal Services Department (ISD) Services	$	80,543
Contract Project Management Services	$	420,000
Sub-total County costs[5]:	**$**	**500,543**
Total one-time costs (1+5):	**$**	**1,847,000**
Total ongoing annual costs (2):	**$**	**4,736,800**
Total Project costs (4+5) [6]:	**$**	**7,657,800**

Notes:

[1] THE $1,346,457 IS A ONE-TIME CONTRACT COST (ESTIMATED 18 MONTHS PROJECT). IT INCLUDES A COST OF FIXED-PRICE DELIVERABLES TOTALING $507,957 AND DELIVERABLES CHARGED BY THE HOUR NOT-TO-EXCEED $838,500. THERE IS A 15% HOLDBACK FOR PHASE I AND PHASE II AND WILL BE PAID TO TYLER AFTER THE FINAL ACCEPTANCE OF PHASE I AND PHASE II.

[2] THE $4,736,800 IS THE CONTRACT'S ONGOING ANNUAL COSTS FOR SAAS FEES FOR THE ELEVEN-YEAR TERMS WHICH INCLUDE $1,782,400 FOR INITIAL TERM, $908,800 FOR FIRST OPTION TERM, $982,800 FOR SECOND OPTION TERM, AND $1,062,800 FOR THIRD OPTION TERM. STARTING YEAR 4, THE SAAS FEES WILL INCREASE BY 4% ANNUALLY. THE SAAS FEES WILL BE PAID QUARTERLY IN ARREARS ACCORDING TO SCHEDULE B.3 OF EXHIBIT B-PRICING SCHEDULE.

[3] THE $1,074,000 IS THE AVAILABLE POOL DOLLARS FOR ADDITIONAL WORK NEEDED TO PROCURE ADDITIONAL SOFTWARE LICENSING AND PROFESSIONAL SERVICES FOR ADDITIONAL FUNCTIONALITIES AND SYSTEM INTERFACES FOR THE TERM OF THE CONTRACT.

[4] THE MAXIMUM CONTRACT COST INCLUDES ALL APPLICABLE TAXES AND POOL DOLLARS AND IS NOT TO EXCEED $7,157,257. THE COST INCLUDES $1,346,457 FOR FIXED-PRICE AND HOURLY RATE NOT-TO-EXCEED DELIVERABLES IMPLEMENTATION SERVICES, $4,736,800 FOR ELEVEN YEARS SAAS FEES, AND $1,074,000 FOR POOL DOLLARS TO COVER COSTS FOR OPTIONAL WORKS.

[5] THE $500,543 IS THE ONE-TIME TOTAL OTHER COUNTY COSTS WHICH INCLUDES A ONE-TIME COST FOR ISD SERVICES NEEDED FOR DATA CONVERSION/MIGRATION FOR THE MAINFRAME SYSTEM OF $80,543, AND A COST TO HIRE A PROJECT MANAGER OF $420,000 FOR THE IMPLEMENTATION.

[6] THE $7,657,800 IS THE TOTAL PROJECT COST TO IMPLEMENT PSAMS. IT INCLUDES $7,157,257 FOR TYLER'S ELEVEN-YEAR CONTRACT TERM AND $500,543 ONE-TIME COST OF ISD SERVICES AND CONTRACT PROJECT MANAGEMENT NEEDS. THE PROJECT IS FULLY FUNDED BY THE ONE-TIME APPROVED INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUND, AND THE ONGOING COST WILL BE FUNDED BY THE DEPARTMENT OPERATING BUDGET.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality, Cost, and Schedule**: As with any system implementation project, there are risks related to quality, cost, and schedule. To address the sole source issue, the Probation worked closely with the Office of the Chief Information Officer (OCIO) and County Counsel to review its requirements, conduct an extensive market analysis of available products and determine that Tyler Supervision was the best available solution. The Probation mitigated the quality risks by implementing the project in a phased approach and defined appropriate deliverable acceptance criteria for a project at this level of complexity. The Contract also outlined additional protections for the County, including 15% holdbacks for each deliverable, required dedicated Contractor Project Manager, privacy/network cyber insurance, continuous product support, and a defined dispute resolution procedure. The cost risk has been mitigated by making this a fixed-price and hourly rate not-to-exceed deliverables contract. The Probation and Tyler will need to jointly address the project schedule risks by developing a comprehensive project implementation schedule as part of the required Project Control Document.
2. **Statement of Work**: Although the SOW detailed the current system workflows, it does not specify the essential business process flows of the Probation's Pretrial Services Bureau (PSB) for PSAMS. The County Project Manager must work closely with the business subject matter experts and Tyler during the user experience design phase to ensure PSAMS will design and implement to meet the needs. Because two deliverables are based on hourly rate not-to-

exceed cost, the County Project Manager must closely monitor and control the project scope, activities, and deliverables to ensure that the project timelines and budget are not impacted.

3. **Project Management, Governance, and Resources**: A strong project governance and steering committee, chaired by the executive sponsor, is needed to adhere to project scope, schedule, and budget, closely monitor project progress and review the resource changes and decline as a regular topic in the steering committee meeting. The Probation should consider the County's Deputy Chief Information Officer assigned to the governance structure**.** The Probation has identified a dedicated County Project Manager to work with the Contractor Project Manager and business stakeholders, manage scope changes, manage risks, and manage contract performance. The County Project Manager also must confirm project scope and approach, oversee contractor resources and schedule, manage Probation resources and continuity of critical resources to deliver the project, enabling cross-training during the implementation to reduce dependency on the single point of failure. The County Project Manager and Governance team must review key resources in the project and their dependencies. The Contractor should identify primary and secondary backup resource options and discuss and seek the County approval to timely replace any key resources from the project.
4. **Project Execution and Timelines**: Depending on the response to the California Department of Justice's decision of the California Law Enforcement System Telecommunication System (CLETS) application, the project timeline may impact. The migration plan must contain detailed business rules and decisions to develop the necessary logic to extract, transform, and load multiple legacy systems' data into PSAMS. The Probation must also work with Tyler to create detailed training and deployment plans. The plans must include training and engaging superusers at the user acceptance testing phase and deploying them to each location for onsite user support during and post-implementation.
5. **System Interfaces and Integrations:** The Probation is planned to interface PSAMS with the Sheriff's Automated Jail Inmate System and the Superior Court's Odyssey system. Commonly, interfaces are not well-documented, and new hardware/software platforms may require redesigning these system interfaces and/or configuration changes. The Probation must conduct due diligence during the project business requirements and design phases to mitigate any subsequent challenges. The County Project Manager must closely work with Tyler to develop a comprehensive project plan, testing strategy, and test plan to conduct thorough system integration testing to validate interface processes work as expected. This plan should identify each system, testing activities, dependencies, and the needed internal and external technical resources. Also, the County Project Manager should plan and secure necessary external and internal resources to complete end-to-end integration testing and closely coordinate these activities.
6. **Data Migration/Conversion Plan:** The Probation plans to migrate data from three dated, disparate, and different system platforms into PSAMS. The Probation must work closely with business subject matter experts and Tyler to define a detailed data migration plan to convert the matched cases and create a backup/archive plan and data retention policy for the current systems. The plan must include thorough regression testing activities in Phase II that involve

subject matter experts to validate and ensure the converted and migrated data will not impact the existing cases in use.

7. **User Training:** PSAMS will be the core Pretrial Case Management System implemented in modern technology and platform for department use. The Probation's PBS business practice will need to adjust, and user adoption is critical to implement PSAMS successfully. The Probation should consider working with Tyler to develop interactive online training courses for the various user roles and deliver training courses through the County LearningNet. It will eliminate the need for in-class instructors and manually monitor and track employee attendance. It will also allow the training courses available on-demand for existing employees and new onboarding employees.
8. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.
9. **Information Security:** The County's Information Security Officer (CISO) has reviewed the Contract and determines the project as a low-security risk. Given the pending approval of the PSAMS CLETS application, this critical path item and dependency of an application turnaround time of 6-9 months is a potential high-risk factor. The CISO has recommended ongoing security practices and standards and communicated them to Probation's Information Security Officer. The CISO also provided Probation with the latest approved Information Security language for inclusion into the Contract.
    a. The Contract includes Cyber Liability Insurance Coverage with limits of $15,000,000 per occurrence and in the aggregate during Contract Term. It covers network security liability, privacy liability, technology professional liability (errors and omissions), and various system breaches (e.g., denial of service, malicious software code, and unauthorized access). The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

PREPARED BY:

_____ _____

THIDA VAN, ACTING DEPUTY CHIEF INFORMATION OFFICER DATE

APPROVED:

_____ _____

PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER DATE

Attachment IV

SOLE SOURCE CHECKLIST

Department Name: Probation

☑ New Sole Source Contract

☐ Sole Source Amendment to Existing Contract
Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "*Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist*."
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
✔	➢ Services are needed to address an emergent or related time-sensitive need. Bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations today cannot adapt to fast-changing business requirements. In addition, the Department's strategy calls for increased transparency, making data available to oversight bodies and the public. Current systems cannot produce the real-time data to meet these needs.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
✔	➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. It is in the County's financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services due to high maintenance costs. Doing so will save approximately $5,600,000 over eleven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

DRAFT

Chief Executive Office

Date

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