



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

September 19, 2002

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:

### **CUSTOMER SERVICE THAT EXCELS TRAINING ALL SUPERVISORIAL DISTRICTS 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award the enclosed training agreement for "Customer Service That Excels" to Excel at Results, located in Yorba Linda, California. This agreement will be effective upon Board approval for a period of one year with four 1-year options not to exceed a total agreement period of five years.
2. Authorize the consultant to proceed with this training in accordance with the agreement's specifications, deliverables, terms, conditions, and requirements.
3. Instruct the Chairman to sign this agreement.
4. Delegate to the Director of Public Works the authority to renew the agreement for the four 1-year renewal options, if, in the opinion of the Director, renewal is warranted.
5. Authorize Public Works to encumber and disburse an annual amount not to exceed \$8,400. This amount is based on our estimated workload and the consultant's price to perform this service.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to award an agreement to the most qualified and responsible proposer, Excel at Results, located in Yorba Linda, California, to provide customer service training classes to Public Works' employees. Since 1994, Public Works has conducted this ongoing program to strengthen the customer service skills of employees by providing the tools for responding effectively to customers' needs.

### **Implementation of Strategic Plan Goals**

This agreement meets the County's Strategic Plan Goals of Workforce Excellence and Organizational Effectiveness. In our rapidly changing business environment, employees are charged with more, and more complex, job duties. The training to be provided will improve internal and external operations as well as enhance employees' ability to handle routine and crisis matters.

### **FISCAL IMPACT/FINANCING**

Consultant will perform the work for an annual not to exceed estimated amount of \$8,400. This agreement will commence upon Board approval for a period of one year. With the Board's delegated authority, the Director may renew this agreement from year to year for a total agreement period not-to-exceed five years. In any event, this agreement may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the consultant. Funds are available in Public Works' 2002-03 budget to cover the cost of this training. There will be no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This agreement has been properly executed by the consultant and approved by County Counsel as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended agreement which is for services required on an intermittent and part-time basis.

### **CONTRACTING PROCESS**

On December 6, 2001, a Request for Proposals (RFP) was sent to 20 websites of local vendors and professional training organizations to perform this service. Also, on December 10, 2001, notice of proposal availability was placed on the County's bid website. (Enclosure A).

By December 20, 2001, nine proposals were received. An evaluation committee consisting of Public Works staff evaluated each proposal. The evaluation was based on criteria outlined in the RFP, which included the proposer's work history, organizational fit, experience, ability to customize, capability, work plan, course outline, and cost. Based on this evaluation, Public Works is recommending that an agreement be awarded to the most qualified and responsible proposer, Excel at Results, located in Yorba Linda, California.

Enclosure B reflects the consultant's minority participation. The consultant was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This agreement contains Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the consultant require additional or replacement personnel, current and new employee notification of Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, and consultant responsibility and debarment. The consultant has agreed to comply with County Jury Service Program requirements.

Public Works has confirmed that the Child Support Services Department has received the consultant's Principal Owners Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability policies, naming the County as additional insured, and evidence of Workers' Compensation insurance has been obtained from the consultant.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this consultant will not be requested to perform services which will exceed the agreement's approved amount, scope of work, and/or dates.

The Honorable Board of Supervisors  
September 19, 2002  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this agreement will not affect County personnel as this service is required on an intermittent and part-time basis.

**CONCLUSION**

Please have the original of this agreement and one copy signed by the Chairman. Please return the signed copy for the consultant to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc. 5

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002. BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and Excel at Results, a partnership, hereinafter referred to as "PARTNERSHIP."

## W I T N E S S E T H

County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Partnership to provide training courses in "Customer Service That Excels."

Partnership is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Partnership shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Partnership's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"County" means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Partnership's Services

The scope of work shall be as outlined in the attachment dated July 29, 2002. No work shall commence on this project until the date this Agreement is finalized by the signature of the Chairman of the Board of Supervisors.

3. Consideration

In consideration of the performance by Partnership in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by the Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Partnership an annual not-to-exceed fee of eight thousand four hundred Dollars (\$8,400).

County will compensate Partnership as follows:

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director/designee, as stated in the attachment dated July 29, 2002. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to the Director/designee. Payments will be made upon completion of each segment of the project, such as the delivery of each course and the course evaluation reports.

b. Supplemental Partnership Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Partnership's fee schedule on file with Director.

c. No Cost of Living Adjustments (COLA) are provided for in the term of this Agreement.

d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of this Agreement.

e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Partnership's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Partnership in writing of such non-appropriation of funds at the earliest possible date.

#### 4. Equipment and Supplies

Partnership agrees to furnish all necessary course instruction, equipment, evaluation design, program summary report and supplies used in the performance of the aforementioned services at Partnership's sole cost and expense, with the exception of audio-visual equipment which will be provided by County.

#### 5. County's Responsibility

County will make available a classroom and course notifications to employees.

6. County's Representative/Project Manager

Director, or his authorized representative (Administrative Services Division, Training Section), shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

The term of this Agreement shall be for a period of one year commencing upon approval by the Board of Supervisors. At the discretion of the County, this Agreement may be extended for four, 1-year options for a total contract period of five years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving 30 days written notice of such termination to Partnership. Partnership shall be paid the reasonable value of its services rendered.

8. Indemnification

The Partnership shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) 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 or connected with Partnership's acts and/or omissions arising from and/or relating to this Agreement.

9. Insurance

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

a. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Angelica Maldonado, P.O. Box 1460, Alhambra, CA 91802-1460, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 1) Specifically identify this Agreement.
- 2) Clearly evidence all coverage required in this Agreement.

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

4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

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

b. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

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

d. Notification of Incidents, Claims, or Suits - Partnership shall report to County's Project Manager:

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

2) any third-party claim or lawsuit filed against the Partnership arising from or related to services performed by Partnership under this Agreement.

3) any injury to a Partnership's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."



4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Partnership under the terms of this Agreement.

e. Compensation for County Costs - In the event that the Partnership fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Partnership shall pay full compensation for all costs incurred by County.

f. Insurance Coverage Requirements for Subcontractors - Partnership shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

1) Partnership providing evidence of insurance covering the activities of subcontractor, or

2) Partnership providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

#### 10. Insurance Coverage Requirements

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

General Aggregate:	\$1 million
Products/Complete Operations Aggregate:	\$300,000
Personal and Advertising Injury:	\$300,000
Each Occurrence:	\$1 million

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

The above requirements can be met by a combination of primary and excess insurance coverage.

c. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Partnership is responsible. If Partnership's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones

Act, or any other Federal law for which the Partnership is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

As a condition precedent to its performance pursuant to this Agreement, the Partnership, by and through its execution of this Agreement, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Agreement, and agrees to fully comply with said provisions.

#### 11. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Partnership certifies and agrees that all persons employed by Partnership, its affiliates, subsidiaries, or holding companies are and will be treated equally by Partnership without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender and in compliance with State and Federal anti-discrimination laws. Partnership further certifies and agrees that it will deal with its sub-consultants, bidders, and vendors without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Partnership agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Partnership specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend the contract. While County reserves the right to determine individually that the anti-discrimination provision of this Agreement has been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Partnership has violated State or Federal anti-discrimination laws shall constitute a finding by County that Partnership has violated the anti-discrimination provisions of this Agreement.

At its option, and in lieu of canceling, terminating, or suspending this Agreement, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. County and Partnership specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

#### 12. Independent Contractor Status

This Agreement is by and between County of Los Angeles and Partnership and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Partnership.

Partnership understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Partnership and not of County.

Partnership shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Partnership pursuant to this Agreement.

#### 13. County's Quality Assurance Plan

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

#### 14. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

15. Forum Selection

Partnership hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Partnership, on Partnership's behalf or on the behalf of any sub-consultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

16. Conflict of Interest

No County employee in a position 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 Partnership herein, or have any other direct or indirect financial interest in this Agreement.

17. Lobbying

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

18. Partnership's Warranty of Adherence to County's Child Support Compliance Program

Partnership acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

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

Failure of Partnership to maintain compliance with these requirements shall constitute a default by Partnership under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County's Child Support Services Department shall be grounds upon which County Board of Supervisors may terminate this Agreement.

19. Partnership's Acknowledgment of County's Commitment to Child Support Enforcement

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

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.

Written Employee Jury Service Policy

a. Unless Contractor has demonstrated to the County'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.

b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall

be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

c. If Contractor is not required to comply with the Jury Service Program when this Contract 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County'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.

d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### 21. Termination For Improper Consideration

County may, by written notice to Partnership, immediately terminate the right of Partnership to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Partnership, 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 Partnership's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Partnership as it could pursue in the event of default by Partnership.

Partnership shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

22. Greater Avenues for Independence (GAIN) Program

Should Partnership require additional or replacement personnel after the effective date of this Agreement, Partnership shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' GAIN Program who meet Partnership's minimum qualifications for the open position. The County will refer GAIN participants by job category to Partnership.

23. Notice to Employees Regarding the Federal-Earned Income Credit

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

24. Reduction of Solid Waste

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

25. County Rights

The County may employ, either during or after performance of this Agreement, any right of recovery the County may have against the Partnership by any means it deems appropriate including, but not limited to set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Agreement are in addition to any right or remedy provided by California law.

26. Fair Labor Standards Act

Partnership shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Partnership's employees for which County may be found jointly or solely liable.

27. Employment Eligibility Verification

Partnership warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services

hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Partnership shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Partnership shall retain such documentation for all covered employees for the period prescribed by law. Partnership shall indemnify defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Partnership or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

## 28. Partnership Responsibility and Debarment

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

b. The Partnership is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Partnership on this or other contracts which indicates that the Partnership is not responsible, the County may, in addition to other remedies provided in this Agreement, debar the Partnership from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Partnership may have with the County.

c. The County may debar a Partnership if the Board of Supervisors finds, in its discretion, that the Partnership has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Partnership's quality, fitness, or capacity to perform a contract with the County or any other public entity, 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.

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

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Partnership and/or the Partnership's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the



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

f. 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.

g. These terms shall also apply to sub-consultants of County Partnership.

#### 29. Prohibition Against Use of Child Labor

The Partnership shall:

a. Not knowingly sell or supply to County any products, goods, supply, or other personal property or manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,

b. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Partnership sells or supplies to County; and,

c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Partnership to County are produced in violation of any international child labor conventions, Partnership shall immediately provide an alternative, compliant source of supply.

Failure by Partnership to comply with provisions of this clause will be grounds for immediate cancellation of this Agreement.

#### 30. Vendor Registration

Proposers must register on line with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the

"Doing Business with the County" link on the County's Internet Home Page at [www.co.la.ca.us](http://www.co.la.ca.us).

31. Validity

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

32. Waiver

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

33. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works  
Administrative Services Division  
Contract Services Section, 9th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 458-4069  
(626) 458-4194 FAX

PARTNERSHIP

Mary H. Escudero  
Ellen L. Siler  
Excel at Results  
5291 Via Andalusia  
Yorba Linda, CA 92886  
(949) 786-4876  
(714) 970-5291

The address for notice may be changed by giving notice pursuant to this paragraph.

34. Final Agreement Award by Board

Notwithstanding a recommendation of Public Works, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interest of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, an agreement.



IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Partnership has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

Excel at Results,  
a general partnership;

By \_\_\_\_\_  
Mary H. Escudero, General Partner

By \_\_\_\_\_  
Ellen L. Siler, General Partner