



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012

**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

TELEPHONE  
(213) 974-2101

March 18, 2004

FACSIMILE  
(213) 626-1812

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:

## **RECOMMENDATION TO AWARD CONTRACTS FOR CLEAN UP AND TRASH REMOVAL SERVICES (3 VOTES)**

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

1. Approve and instruct the Chairman to sign the attached contracts with Crest Labor, Incorporated (Crest); Si-Nor Incorporated (Si-Nor); and Accent Landscape, Incorporated (Accent) for the provision of clean up and trash removal services related to the administration of Public Administrator decedent estates, and Public Guardian conservatorship cases for a term of one year commencing May 1, 2004, with annual compensation not to exceed \$100,000 per contract for the initial year.
2. Provide for four one-year renewal periods at the option of the Treasurer and Tax Collector (TTC) through April 30, 2009.
3. Authorize the TTC to execute amendments to increase each respective contract sum by no more than 15% annually based on increased workload, if applicable.

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

As the Public Administrator for Los Angeles County, TTC administers decedent estates and under agreement with the Department of Mental Health, also provides estate management services to conservatee estates. The as-needed services include indoor and outdoor clean up and trash removal at estate properties located throughout Los Angeles County and occasionally in neighboring counties. The size and complexity of the job and the condition of the job site varies.

On October 3, 2003, IFBs were mailed out to one hundred and forty-six (146) prospective bidders. TTC was seeking to identify three vendors as a result of the IFB process, however only two (2) viable bids were received. Consequently, TTC terminated the IFB process and notified the respondents of its intent to re-issue the IFB.

On December 2, 2003, your Board approved an amendment to extend the current three contracts to allow TTC to continue uninterrupted service to decedent and conservatee estates, while conducting the new IFB solicitation process. The revised IFB included updated contract insurance and background check requirement language. Pursuant to the December 2, 2003 Board instructions, TTC entered into contract negotiations with Crest and Si-Nor to ensure compliance with the additional insurance and background check requirements.

Historically, these services have been secured from three firms under current contracts that will expire on April 30, 2004. The approval of the recommended contracts will allow TTC to continue providing uninterrupted services for the decedent and conservatee estates under its administration.

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

The approval of these contracts is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. These contracts will continue to improve operations through the utilization of the contractors' expertise to effectively provide these as-needed clean up and trash removal services in a timely and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

Funds are appropriated in the current year's budget for these services, offset by reimbursements from the individual estates and/or Department of Mental Health (Public Guardian).

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

The term of these contracts is for one year with four one-year optional extensions to be exercised at the discretion of the TTC effective May 1, 2004 through April 30, 2009. The contractors will be used on an as-needed, rotational basis as necessary. The provisions for notification by Contractor when the Contract Term reaches six months of expiration and when expenditures reach 75% of the Contract Sum have been included in the recommended contracts.

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The contracts contain the County's required provisions including those specifically pertaining to compliance with the County's Child Support Program, Consideration of GAIN/GROW Participants for Employment, Jury Service Program, Safely Surrendered Baby Law, termination for non-adherence of County Lobbyist Ordinance, Recycled Bond Paper, and Determination of Contractor Responsibility and Debarment. The services are needed on as-needed, intermittent basis.

The attached contracts have been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

Pursuant to Board instructions TTC negotiated contracts with Crest and Si-Nor. Additionally, in accordance with the County's competitive bid process an Invitation for Bids (IFB) was re-issued on December 24, 2003 for the selection of one additional contractor and mailed to one hundred fifty-three (153) firms listed in Attachment I. Additionally, the IFB was also listed on the Countywide L.A. County On Line Web Site (formerly known as the County Office of Small Business Countywide Website) and prospective firms were drawn from the Office of Affirmative Action Community Business Enterprise Resource List.

TTC received six (6) bids in response to the Clean Up and Trash Removal Services Invitation for Bids (IFB), which were from: Accent, Denali Cleaning and Lawn Service (Denali), Executive-Suite Services (Executive), G. Littleton Landclearing (Littleton), IEC, and Pepo Weed Abatement, Inc. (Pepo). For this IFB, the criteria for a contract award are the most responsive, responsible and lowest price bid. As a result of the review, Littleton and Denali were deemed non-responsive and were notified via facsimile and U.S. Mail March 1, 2004. Accent, Executive, IEC, and Pepo were deemed to be responsive and responsible and were further evaluated based on the lowest price bid. In determining the responsibility of each bidder, my staff reviewed the bid documentation, analyzed submitted financial statements, checked references, verified registration on the County's WebVen and with the Child Support Compliance Program. Accent, Executive and Pepo qualified for the County's Local Small Business Enterprise Preference Program (SBE). Therefore, a five percent (5%) reduction factor was applied to their bids, for evaluation purposes only, in determining the lowest bid overall. TTC is recommending Accent, as the lowest price bidder in this process.

The services are utilized on an as-needed, intermittent basis. These are not Proposition A contracts and therefore are exempt from the Living Wage Program (County Code Chapter 2.201).

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Minority and women owner/employee statistics for the six responding firms to the IFB re-solicitation are listed in Attachment II. Minority and women owner/employee statistics for Crest and Si-Nor are included in Attachment III. Upon final analysis and consideration for award, Accent, Crest, and Si-Nor were selected without regard to race, gender, color, or creed.

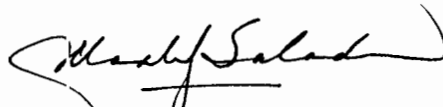
**IMPACT ON CURRENT SERVICES (OF PROJECTS)**

Approval of the recommended contracts will ensure uninterrupted clean up and trash removal services to the decedent and conservatee estates under management of both TTC and the Department of Mental Health.

**CONCLUSION**

Instruct the Executive Officer-Clerk of the Board of Supervisors to return two (2) signed originals of each separate contract and one (1) adopted stamped Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO  
Treasurer and Tax Collector

MJS:WED:bd

Attachments

- c: Executive Officer-Clerk of the Board of Supervisors  
Chief Administrative Officer  
County Counsel  
Department of Mental Health

ATTACHMENT 1

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Absolute Tree and Brush  
Shane Gazan  
10358 La Tuna Canyon Rd.  
Sun Valley, CA 91352

Accent Landscape, Inc.  
Derek Izumo  
P.O. Box 3550  
Gardena, CA 90247

Advanced Property Svcs., Inc  
Peter Goedinghaus  
1301 So. Beach Blvd., Ste. D  
La Habra, CA 90631

All Clean Dutch Cleaning  
8516 O'Melueny Ave.  
Sun Valley, CA 91352

Allen Construction Co.  
Charles Boulware, Mgr.  
c/o C.H. Boulware  
6792 Silver Beach  
Huntington Beach, CA 92648

AMW, Inc.  
Donny Potter  
1978 N. Los Robles  
Pasadena, CA 91103

Azteca Landscaping  
Raul Farias  
10964 Roswell Avenue  
Pomona, CA 91768

Animal Pest Mgmt.  
Dan Fox  
13512 Vintage Place  
Chino, CA 91710

Apland Construction & Mtnce  
Len Apland  
P.O. Box 1505  
Patterson, CA 95363

Apple's Tractor Service  
Leonard & Connie Apple  
P.O. Box 354  
Norwalk, CA 90650-0354

ATE Tractor Service  
Bruce Harrison  
3660 Wilshire Boulevard  
Los Angeles, CA 90010

B&B Kings Construction & Mtnce  
Michael Thomas  
1800 S. Robertson Blvd., #907  
Los Angeles, CA 90035

Badger Landscaping  
Gary Badger  
10828 Burlind Avenue  
Sunland, CA 91040

Baker Enterprises  
James Baker  
3920 6<sup>th</sup> Avenue  
Los Angeles, CA 90008

Bill's Landscaping  
Bill Pursley  
42536 4<sup>th</sup> Street East  
Lancaster, CA 93535

Blackstone Consulting, Inc.  
Anita Ron  
642 S. Sunset Avenue  
West Covina, CA 91790

Briteworks, Inc.  
Anita Ron  
642 S. Sunset Avenue  
West Covina, CA 91790

California Western Arborist  
Lee Duncan  
2555 East Industry Way, Ste. F  
Lynwood, CA 90262

CBI Weed Abatement  
Tom Bennett  
2078 Hercules Court  
Simi Valley, CA 93065

Cleanwell Maintenance Co.  
Alex Choi  
8060 E. Florence Ave., Suite 203  
Downey, CA 90241

Consolidated Disposal Service  
Sam Perdomo  
12949 Telegraph Road  
Santa Fe Springs, CA 90670

Crest Moving Co.  
Ralph Mondragon  
120 E. 5<sup>th</sup> St.  
Los Angeles, CA 90013

Delta Window Cleaning Co., Inc.  
Ricardo Elizondo  
2062A Walsh Avenue  
Santa Clara, CA 95050

Denali Cleaning & Lawn Service  
Maria T. Reyes  
14746 Leahy Ave.  
Bellflower, CA 90706

Dirt Services, Inc.  
29651 Mulholland Hwy.  
Agoura, CA 91301

Diversified Maintenance Svcs., Inc.  
Armando Decastro  
145 Pasadena Avenue  
South Pasadena, CA 91030

Don Dyas Excavating  
Don Dyas  
P.O. Box 572  
Rosamond, CA 93560

Duncan Security Consultants, Inc.  
Greg Duncan  
10315 Woodley Ave., Suite 118  
Granada Hills, CA 91344

Dynamo Tractor, Inc.  
Michael Ross  
24890 No. Apple Street  
Newhall, CA 91321

Eagle Glen Cleaning Service, LLC  
Darlene Williams  
1240 E. Ontario Ave. , Suite102-15  
Corona, CA 92881

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Ellingford Landscape  
David Ellingford  
29606 Park Glen Place  
Canyon Country, CA 91351

Executive Suite Svc., Inc.  
Walter Prince (Kathy)  
19025 Parthenia St. #200  
Northridge, CA 91324

Exxpedit Business Services  
Emma Palmer  
5728 Alviso Avenue  
Los Angeles, CA 90043

Fast Hauling and Moving  
Horace Williams  
Theresa Alfred  
716 Ventura Street  
Altadena, CA 91001

Federal Disposal  
Don Shubin  
P.O. Box 118  
Santa Ana, CA 92702

Fire Preventions Services, Inc.  
P.O. Box 2012  
Alpine, CA 91903-2012

Four Season's Landscaping  
Steve Darriosn  
6404 Wilshire Boulevard, Suite 1151  
Los Angeles, CA 90048

Juan Garcia  
14437 Beaver Streer  
Sylmar, CA 91342

Gardner Tractor  
John Gardner  
10552 Chestnut Avenue  
Stanton, CA 90680

Gary's Lot Cleaning  
1861 W. 247<sup>th</sup> Street  
Lomita, CA 90717-1361

Ted Gault  
1450 Harvard #6  
Santa Monica, CA 90404

Golden Bear Arborists, Inc.  
Dimitria Eldridge, Asst. Admin.  
146 E. Railroad Avenue  
Monrovia, CA 91016

Gothic Landscaping  
Allen Mulder  
27502 Avenue Scott  
Valencia, CA 91355

Great Earth Contracting  
Linda Cochrun, Owner  
2872 Garona Drive  
Hacienda Heights, CA 91745

Green Environmental Concept  
Medrick & La Chelle Burnett  
4326 Hungerford Street  
Lakewood, CA 90712

Green USA Construction  
Michael Green  
3050 West 7<sup>th</sup> Street  
Los Angeles, CA 90005

H & H Citrus  
Chuck Hills  
P.O. Box 195  
Mentone, CA 92359

H & H Building Maintenance  
18120 Andrea Circle South  
Northridge, CA 90325

Jackie Hancock  
P.O. Box 1513  
Topanga, CA 90290

Harris Construction Cleanup  
Willie Harris  
13664 Daimier Street  
Moreno Valley, CA 92553

International Environ, Corp.  
Henry Cespedes  
P.O. Box 4218  
Panorama City, CA 91412

Island Environmental Services, Inc.  
Randy Costales  
3359 W. Pomona Blvd.  
Pomona, CA 01768

Jackson Disposal Service  
Mary Jackson  
13316 Leffingwell Road  
Whittier, CA 90605-0462

J.C.D. & Sons Landscaping Co.  
2008 Lainie Street  
West Covina, CA 91792

J.D. Tractor Service  
John Doersam  
4580 W. 132<sup>nd</sup> Street  
Hawthorne, CA 90250

K Company  
Dave Kutch  
720 Murchison Street  
Pomona, CA 91768

KMJ Landscape Service  
Mike Johnson  
2024 Tuman  
La Habra Heights, CA

KRM Garden Management  
Ken Millus  
P.O. Box 722  
Sun Valley, CA 91352

Kite Weed Control  
Courtney Kite  
P.O. Box 91001  
Pasadena, CA 91109

Klean Sweep  
P.O. Box 3395  
Torrance, CA 90510

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LRP Production  
Ladonna Pickens  
837 ½ W. Gage Avenue  
Los Angeles, CA 90044

La Cucaracha Pest Control Service  
Armando Cosio  
2347 Riverdale Avenue  
Los Angeles, CA 90031

L. Barrios & Associates  
Leo Barrios Sr.  
302 E. Foothill, Suite 101  
San Dimas, CA 91773

Landscape Maintenance, Inc.  
742 Todd Ave.  
Azusa, CA 91702

Clyde Larson & Sons  
Clyde Larson Jr.  
16500 W. Avenue D  
Lancaster, CA 93538

Lawrence Larry  
36969 Kanow Ave.  
Littlerock, CA 93534

Las Tunas Nursery  
Frank Tremmel  
1155 E. Las Tunas Drive  
San Gabriel, CA 91776

Lentz Weed Abatement  
Patricia Lentz  
6211 No. Hamlin  
Azusa, CA 91702

Littleton G Land Clearing  
Gregg Littleton  
2619 Dalton Avenue  
Los Angeles, CA 90018

Lopez & Sons  
5366 Alamos Street  
Montclair, CA 91736

Maintenance Services  
5903 S. Main St.  
Los Angeles, CA 90003

Majestic Landscape & Maintenance  
Jose Cadena  
537 Slope Drive  
Walnut, CA 91789

Mariposa Landscapes, Inc.  
15529 Arrow Highway  
Irwindale, CA 91706

Juan Martinez  
8604 E. U Avenue  
Littlerock, CA 93543

Marty's Tractor  
Marty Foster  
238 14 Avenue D-12  
Lancaster, CA 93536

Metropolis Disposal  
Tina Eisman  
7740 Burnet Avenue  
Van Nuys, CA 91405

Mike's Cleanup Service  
Mike Walsh  
11814 Burgess Street  
Whittier, CA 90604

Moss America Companies  
Katrina Moss  
P.O. Box 5795  
Beverly Hills, CA 90209

MWH Construction  
Mel Higgins  
P.O. Box 3161  
Chatsworth, CA 91311

Natural Building Maintenance Corp.  
Thomas Kim  
4143 W. Pico Blvd.  
Los Angeles, CA 90019

Nu-Way Security  
Willie Patton, Jr.  
17451 Raccoon Avenue, Suite 10  
Adelanto, CA 92301

Pacific Sun Mntce. Co., Inc.  
Baudillio Sanchez  
1101 Crenshaw Blvd., Suite 103  
Los Angeles, CA 90019

Paul's Trucking Service, Inc.  
Mark Paul  
P.O. Box 3687  
La Habra, CA 90632

Ray McCormick  
4657 East Avenue G  
Lancaster, CA 93535

R.S. Marshall Const. Inc.  
Bob Marshall  
P.O. Box 500  
Lake Hughes, CA 93532

Sam K. Kimura  
9523 Rincon Avenue  
Pacoima, CA 91331

Mitchell Pest Control, Inc.  
J. Harold Mitchell  
305 Agostino Road  
San Gabriel, CA 91776

MGS Disposal  
Gabby Urrea  
P.O. Box 25047  
16804 S. Figueroa  
Glendale, CA 91225

Wayne Monson  
18606 Lahey Street  
Northridge, CA 91326-2422

Naranjo Landscape  
2330 E. Palm Avenue  
Orange, CA 92867

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National Demolition  
Jim Mooneyham  
10403 Glenoaks Boulevard  
Pacoima, CA 91331

Nationwide Environmental Services  
Ani Samuelian  
11914 Front Street  
Norwalk, CA 90650

Norcal Waste Services, Inc.  
Yuri Chernishov  
3514 Emery St.  
Los Angeles, CA 90023

On-Site Services  
Randall Griegorian  
3405 Finley Avenue  
Newport Beach, CA 92663

Deborah Lynn Queilhe  
4294 North Electric Avenue  
San Bernardino, CA 92407

P & R Services  
Jim Schaefer  
4540 W. Avenue M-8  
Quartz Hills, CA 93536

Pacific Gardening  
Charlie Williams  
P.O. Box 3801  
Los Angeles, CA 90078-3601

Pepo Weed Abatement  
Mike Pepo  
40441 Gemelos CT  
Palmdale, CA 93551

Pestmaster Services, Inc.  
Jeff Van Diepen  
45310 N. Trevor Avenue  
Lancaster, CA 93535

Plant-Terra Landscaping  
Victor Corralejo  
14511 Ducat Street  
Mission Hills, CA 91345

Poot Trucking  
14823 Lanning Drive  
Whittier, CA 90604

Powerland Equipment, Inc.  
Malcom Smith  
27943 Valley Center Road  
Valley Center, CA 92082

Quality Brush Clearing  
David Sambrano  
4239 Ish Drive  
Simi Valley, CA 93065

Quality Sprayers, Inc.  
1549 W. 17<sup>th</sup>  
Long Beach, CA 90813

Quality Waste Services, Inc.  
Steve Kalpakoff  
3534 Whittier Blvd.  
Los Angeles, CA 90023

Red Carpet Bldg. Maint. Corp.  
Fernando Villar, Pres.  
19025 Parthenia Street, #201  
Northridge, CA 91324-4820

Rivera Irrigation, Inc.  
Robert Rivera Jr.  
2105 W. Collins Avenue  
Orange, CA 92867

David Reese Landscape  
David Reese  
306 Roycroft Avenue  
Long Beach, CA 90814

Mike Rice Trenching  
Michael Rice  
40757 200<sup>th</sup> Street West  
Palmdale, CA 93551

Rock's Tree & Hillside Svc.  
Rock McKenzie  
644 No. Orchard Drive  
Burbank, CA 91506

Ross Tree & Landscape Co.  
Ross Friedman  
2531 Sawtelle Blvd., #9  
Los Angeles, CA

Ruiz Bros. Construction Co., Inc.  
Frank E. Ruiz  
2181 So. Atlantic Blvd. Ste.101  
City of Commerce, CA 90040

RWH Construction  
Bob Harrison  
12722 Carmenita Rd.  
Santa Fe Springs, CA 90670

SR Landscaping  
Steven Rapp  
P.O. Box 12181  
La Crescenta, CA 91224

Sakaida & Son  
Lee Rye  
P.O. Box 7412  
Van Nuys, CA 91409

Salco Landscape Service, Inc.  
6754 Los Arcos Street  
Long Beach, CA 90875

Martin Shaffer  
Environmental Care  
12087-20 North Lopez Cyn. Rd.  
San Fernando, CA 91342

Scott Tractor Service  
P.O. Box 478  
Bloomingdale, CA 92316

Ed Segeberg  
P.O. Box 3287  
Wrightwood, CA 92397

Shelterclean, Inc.  
Alan Mudge  
2514 N. Naomi  
Burbank, CA 91504-3235



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Roy Simi  
5018 E. Avenue I  
Lancaster, CA 93535

Southbay Landscaping  
Oscar Placencia  
1819 W. 120<sup>th</sup> Street

Steelclad, Inc.  
Chuck Hallam  
320 North Palm St., Unit C  
Brea, CA 92821

Al Thorne Discing  
Jill & Al Thorne  
6185 Ramirez Canyon Road  
Malibu, CA 90265

Toyo Landscaping Co.  
Francis Ohshita  
P.O. Box 2367  
Garden Grove, CA 92842

Underwood Landscaping Maint.  
Michael Underwood  
P.O. Box 692  
Agoura, CA 91301

Ultima Maintenance Services  
Claudia Salomon  
4237 Redondo Beach Blvd.  
Lawndale, CA 90260

Van Gogh Landscape  
Tony Tamayo  
11684 Ventura Blvd., Suite 818  
Studio City, CA 91604

Wilcox Landscaping  
Scott Wilcox  
P.O. Box 800205  
Valencia, CA 91380

E & J Weed Abatement Co.  
Ken Osborn  
5945 Noraak Courst  
La Mesa, CA 90242

Si-Nor, Inc.  
Mr. Anthony Uwakwe  
Vice President  
1345 Fitzgerald Ave., Ste. F  
Rialto, CA 92376

Southern California Environmental,  
Inc.  
Mark Sahagian  
25422 Trabuco Rd.  
Lake Forest, CA 92630

Telesca Trucking Co.  
Maria Telesca  
2309 Torrance Blvd., #204  
Torrance, CA 90501

Torrez Trucking, Inc.  
Terri Peterson  
190 E. Crowther Ave., Suite B  
Placentia, CA 92870

Trans American Intermodel  
Ron Bomgardner  
18324 Valley Blvd., Bldg. A  
Bloomington, CA 92316

United Maintenance Systems, Inc.  
Janny Kim  
2140 W. Olympic Blvd., Suite 306  
Los Angeles, CA 90006

Uribe Trucking, Inc. DBA:  
Alex Moving & Storage  
Alejandro Uribe  
2610 South Birch Street  
Santa Ana, CA 92707

Richard Ventura  
6732 Van Port Avenue  
Whittier, CA 90606-1630

Ron's Services  
Ron Wilkes  
778 Maplewood Court  
Newbury Park, CA 91302

Ray Byers & Cleanup  
Cathy & Ray Byers  
30826 Gilmour Road  
Castaic, CA 91384

Skelton, Charles A.  
47076 Kings Cyn Road  
Lancaster, CA 93636

Spraying Services  
Truman Jensen  
1425 W. 139<sup>th</sup> Street  
Gardena, CA 90249

T & M Construction  
Francine Accetta  
780 W. Channel Street  
San Pedro, CA 90731

Tate Trucking  
Roscoe Tate  
P.O. Box 43523  
Los Angeles, CA 90043

B.T. Turner Trucking & Demolition  
3406 S. Dunsmuir Avenue  
Los Angeles, CA 90016

United Pacific Waste  
Alan Oganessian  
4334 San Gabriel River Parkway  
Pico Rivera, CA 90660

VSN Carpet Cleaning & Janitorial  
Service  
Kathy Troung  
P.O. Box 78024  
Corona, CA 92877

Versatile Enterprises  
Gene & Martha Wallis  
25101 Mulholland Highway  
Calabasas, CA 91302

Woods Maintenance Service  
]Barry Woods  
7260 Atoll Avenue  
North Hollywood, CA 91605

Richard Domasin  
720 W. Kenneth Road  
Glendale, CA 91202

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U.S. Metro Group, Inc.  
DBA: Metro Building  
Phillip Greg  
3700 Wilshire Blvd.,#1070  
Los Angeles, CA 90010

S.A. Williams Services  
Sara Ginyard-Williams  
3025 Hillcrest Drive  
Los Angeles, CA 90016

Mc Carrell Associates  
Rosalie McCarrell  
517 No. Guadalupe Avenue  
Redondo Beach, CA 90277

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS  
CLEAN UP AND TRASH REMOVAL SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	Accent Landscape, Inc.		International Environmental Corp.		Pepo Weed Abatement, Inc.		Executive-Suite Services, Inc.	
	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership
<b>CULTURAL/ETHNIC COMPOSITION</b>								
<b>OWNERS/PARTNERS:</b>								
Black/African American								
Hispanic/Latin American			2	100%	1	51%		
Asian American	3	100%						
American Indian/Alaskan								
All others					1	49%	1	100%
Women (included above)	1	90%			1	51%		
<b>MANAGERS:</b>								
Black/African American								
Hispanic/Latin American				3		1		1
Asian American								
American Indian/Alaskan								
All others								3
Women (included above)						1		2
<b>STAFF:</b>								
Black/African American								
Hispanic/Latin American		16		24		8		31
Asian American								
American Indian/Alaskan								
All others								
Women (included above)				3				9
<b>TOTAL NUMBER OF EMPLOYEES</b>		<b>19</b>		<b>29</b>		<b>11</b>		<b>36</b>
<b>BUSINESS STRUCTURE</b>		Corporation		Corporation		Corporation		Corporation
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>		Yes		Yes		No		No

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS  
CLEAN UP AND TRASH REMOVAL SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	Si-Nor, Inc.		Crest Labor, Inc.	
	No.	% of Ownership	No.	% of Ownership
<b>CULTURAL/ETHNIC COMPOSITION</b>				
<b>OWNERS/PARTNERS:</b>				
Black/African American	1	100%		
Hispanic/Latin American			1	10%
Asian American				
American Indian/Alaskan			2	90%
All others				
Women (included above)				
<b>MANAGERS:</b>				
Black/African American		2		
Hispanic/Latin American		2		1
Asian American		1		
American Indian/Alaskan		1		
All others		1		
Women (included above)				
<b>STAFF:</b>				
Black/African American		10		19
Hispanic/Latin American		31		12
Asian American				
American Indian/Alaskan				6
All others				
Women (included above)		2		
<b>TOTAL NUMBER OF EMPLOYEES</b>		<b>49</b>		<b>41</b>
<b>BUSINESS STRUCTURE</b>		Corporation		Corporation
<b>Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?</b>		Yes		No



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
AND**

**ACCENT LANDSCAPE INCORPORATED**

**FOR THE PROVISION OF  
CLEAN-UP AND TRASH REMOVAL SERVICES**

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**CONTRACT FOR THE PROVISION OF  
CLEAN UP AND TRASH REMOVAL SERVICES**

**THIS CONTRACT** , made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004

**BY AND BETWEEN**

COUNTY OF LOS ANGELES, a corporate and politic, hereinafter referred to as "County", by and through the Treasurer and Tax Collector hereinafter referred to as TTC;

**AND**

Accent Landscape, Incorporated, hereinafter referred to as "Contractor", for the provision of Clean and Trash Removal Services, hereinafter referred to as "Services".

**RECITALS**

**WHEREAS**, the California State Probate Code requires the Public Administrator to administer decedent estates and the TTC serves as the Public Administrator for the County of Los Angeles, and under agreement with the County Public Guardian, also provides services to conservatee estates. During the course of estate administration and in accordance with the California Probate Code, TTC may provide clean up and trash removal services to estates under its administration; and

**WHEREAS**, TTC is responsible for estate administration and desires to engage Contractor to provide clean up and trash removal services; and

**WHEREAS**, Contractor has submitted a bid to the TTC for provision of Clean Up and Trash Removal Services and based upon competitive sealed bidding, Contractor has been selected for recommendation for award of such Contract; and

**WHEREAS**, this Contract is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

**WHEREAS**, the Board of Supervisors has authorized the TTC to administer this Contract; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

1.1 Exhibits A, B1, B2, C, D, E, F1, F2, G, and H are attached to, incorporated herein by reference, 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 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:

- 1.1.1 EXHIBIT A - Scope of Work
- 1.1.2 EXHIBIT B1 - County's Administration



- 1.1.3 EXHIBIT B2 - Contractor's Administration
- 1.1.4 EXHIBIT C - Pricing Schedule
- 1.1.5 EXHIBIT D - Contractor's EEO Certification
- 1.1.6 EXHIBIT E - Contractor Employee Jury Service Ordinance
- 1.1.7 EXHIBIT F1 - Contractor Employee Acknowledgement, Confidentiality, And Copyright Assignment Contract
- 1.1.8 EXHIBIT F2 - Contractor Non-Employee Acknowledgement, Confidentiality, And Copyright Assignment Contract
- 1.1.9 EXHIBIT G - Familiarity With The County Lobbyist Ordinance Certification
- 1.1.10 EXHIBIT H - Safely Surrendered Baby Law

1.2 This Contract and the Exhibits hereto constitute 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 Section 11.0, Change Notices and 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:** As used herein, the term "Board of Supervisors/Board" shall mean the County's Board of Supervisors, which is the governing body of the County of Los Angeles.
- 2.2 **Business Days:** As used herein, the term "Business Days" shall mean Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 **Business Hours:** As used herein, the term "Business Hours" shall mean 8:00 a.m. through 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 **Contract Sum:** As used herein, the term "Contract Sum" shall have the meaning set forth in Section 6.0, Contract Sum.
- 2.5 **Contractor's Authorized Official/Officials:** As used herein, the term "Contractor's Authorized Official/Officials" shall mean the individual or individuals designated to execute documents under this Contract on behalf of Contractor, as specified in Exhibit B2, Contractor's Administration, Section 4, Contractor's Authorized Official(s).
- 2.6 **Contractor's Contract Manager:** As used herein, the term "Contractor's Contract Manager" shall have the meaning set forth in Section 3.2.1, Contractor's Contract Manager.
- 2.7 **County:** As used herein, the term "County" shall mean the County of Los Angeles, California.

- 2.8 **County's Contract Administrator:** As used herein, the term "County's Contract Administrator" shall have the meaning set forth in Section 3.1.1, County's Contract Administrator.
- 2.9 **Day(s):** As used herein, the term "Day(s) or day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.10 **Effective Date:** As used herein, the term "Effective Date" shall mean the date of commencement of this Contract as approved by the County's Board of Supervisors, and set forth in Section 4.0, Term.
- 2.11 **Fiscal Year:** As used herein the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Performance Requirements Summary:** Shall have the meaning set Forth in Exhibit A, Scope of Work, Section 3.0, Technical Exhibit-Performance Requirements Summary.
- 2.13 **Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. County's Treasurer and Tax Collector serves as Public Administrator of Los Angeles County.
- 2.14 **Public Guardian:** As used herein, the term "Public Guardian" shall mean the Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of the Public Guardian is to protect and care for the person and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.
- 2.15 **Services:** As used herein, the term "Services" shall mean the work provided by Contractor pursuant to this Contract as identified in Exhibit A, Scope of Work, with all the attachments thereto.
- 2.16 **State:** As used herein, the term "State" shall mean the State of California.

### **3.0 ADMINISTRATION OF AGREEMENT**

#### **3.1 PROJECT RESPONSIBILITY – COUNTY**

##### **3.1.1 County's Contract Administrator**

3.1.1.1 County's Contract Administrator for this Contract shall be the person specified in Exhibit B1, Section 2, County's Contract Administrator or his/her designee (hereinafter referred to as TTC's Contract Administrator).

3.1.1.2 TTC's Contract Administrator is an employee of TTC and shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with all Contract terms and conditions.

- 3.1.1.3 County shall notify Contractor in writing of any changes in County personnel.
- 3.1.1.4 TTC's Contract Administrator, or his/her designee, shall interface with the Contractor's Contract Manager, as specified in Section 3.2.1, Contractor's Contract Manager and is authorized to make changes in the terms and conditions of this Contract, only in accordance with Section 11.0, Change Notices and Amendments, herein, and as approved by TTC's Contracts Section.
- 3.1.1.5 TTC's Contract Administrator shall provide overall direction to Contractor in the areas relating to policy, program information, and procedural requirements.

## **3.2 PROJECT RESPONSIBILITY – CONTRACTOR**

### **3.2.1 Contractor's Contract Manager**

- 3.2.1.1 Contractor's Contract Manager for this Contract shall be the person specified in Exhibit B2, Section 2, Contractor's Contract Manager or his/her designated alternate as specified in Exhibit B2, Section 3, Contractor's Alternate Contract Manager (hereinafter referred to as Contractor's Contract Manager), who shall be a full-time employee of the Contractor.
- 3.2.1.2 Contractor shall notify County in writing of any change in the name and address of the Contractor's Contract Manager and of the name and address of any Alternate Contract Manager or designee within five (5) business days of choosing same. County shall have the sole right to approve the assignment or replacement of any Contract Manager or Alternate Contract Manager.
- 3.2.1.3 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities related to this Contract.
- 3.2.1.4 Contractor's Contract Manager shall be available during normal business hours, Monday through Friday from 8:00 a.m. until 5:00 p.m. for telephone contact and to meet with TTC's Contract Administrator regarding the operation of this Contract.

## **4.0 TERM**

- 4.1 The term of this Contract shall be for a period of one (1) year, if not sooner terminated as provided herein, commencing May 1, 2004, upon approval thereof by County's Board of Supervisors.
- 4.2 The County shall have the option to extend the Contract term for up to four (4) additional one-year periods, for a maximum total Contract term of five (5) years. TTC shall provide Contractor with a written notice of such renewal sixty (60) calendar days prior to the expiration of the term of this Contract. Each such option year shall be exercised individually by the TTC or designee through the Change Notices and Amendments process outlined in Section 11.0.
- 4.3 Contractor shall notify TTC when this Contract 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 TTC at the address herein provided in Exhibit B1, County's Administration.

4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by TTC without liability for damages whenever County is prevented by operation of laws, Acts of God, or by the official action of local, state, or federal authorities from complying with the provisions of this Contract.

## **5.0 DESCRIPTION OF SERVICES**

5.1 Contractor shall provide Clean Up and Trash Removal Services (herein after referred to as Services) as set forth in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference, in the manner and form as described in the body of this Contract, and as may be amended from time to time in accordance with Section 11.0, Change Notices and Amendments.

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

## **6.0 CONTRACT SUM**

6.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services as set forth in Exhibit A, Scope of Work in accordance with Exhibit C, Pricing Schedule, and shall not exceed \$100,000 for the first year of this Contract.

6.2 Contractor shall be compensated for Services provided under this Contract in accordance with payment provisions set forth in Section 8, Invoices and Payments. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit B1, County's Administration.

6.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **7.0 LIQUIDATED DAMAGES**

- 7.1 If, in the judgment of TTC, Contractor breaches the provisions of Section 3.2, County Quality Monitoring, of Exhibit A, Scope of Work causing damages to County, because it will be difficult if not impossible to prove the amount of such damages, County will have a claim for the sum specified in such Attachment A, Technical Exhibit-Performance Requirements Summary to be paid by Contractor in accordance with this Section 7, Liquidated Damages. The TTC, or designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance assessed penalties. Contractor shall remit payment of the assessment within five (5) business days of receipt of such notice, or at TTC's option, a deduction will be assessed as set forth in the Technical Exhibit-Performance Requirements Summary, against any amounts due the Contractor under this Contract. TTC's determination of damages is final.
- 7.2 This Section 7 shall not in any manner restrict or limit County's right to damages for any breach of this Contract other than those specified in Attachment A, Technical Exhibit – Performance Requirements Summary of Exhibit A, Scope of Work, and shall not in any manner restrict or limit County's right to terminate the Contract or agreed to herein.

## **8.0 INVOICES AND PAYMENTS**

- 8.1 Contractor shall bill County monthly in arrears for Services performed the previous calendar month. Such Services shall be priced in accordance with Exhibit C, Pricing Schedule.
- 8.2 Contractor shall prepare a monthly invoice for all Services performed during the preceding calendar month in accordance with Exhibit A, Scope of Work, Section 2.6, Invoicing and Reimbursement. An original and one copy of the invoice shall be submitted on or before the tenth (10<sup>th</sup>) calendar day of each month.
- 8.3 Invoices and supportive documentation shall be sent to:
- Treasurer and Tax Collector  
Fiscal Services Division, Accounts Payable  
Room 464, Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012
- 8.4 TTC's Contract Administrator will review all invoices in accordance with Exhibit A, Scope of Work, Section 2.6, Invoicing and Reimbursement and report in writing any discrepancies to Contractor within fifteen (15) business days of receipt of such invoice. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within fifteen (15) business days of receipt of TTC's Contract Administrator's written report. TTC, at its sole discretion, shall determine if payment will be made based upon the written explanation. If TTC's Contract Administrator does not receive a written explanation from Contractor within the fifteen (15) business day period, it shall be implied that Contractor is not disputing the charges

8.5 Payment to Contractor will be made in arrears on a monthly basis for Services performed, provided Contractor is not in default under any provision of the Contract. County shall pay all undisputed charges to Contractor within thirty (30) calendar days of receipt of monthly invoices.

8.6 When performance of Services does not conform to the requirements of the Contract, TTC will deduct the amounts prescribed in Attachment A, Technical Exhibit-Performance Requirements Summary of Exhibit A, Scope of Work, related to completeness, accuracy, and timeliness for that Service.

## **9.0 CONFIDENTIALITY**

9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

9.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F1.

9.3 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F2.

## **10.0 ASSIGNMENT AND DELEGATION**

10.1 The Contractor shall not assign its rights or delegate (or otherwise transfer) its duties under this Contract, or both, either in whole or in part, without the prior written consent of the TTC. Any unapproved assignment or delegation shall be null and void. Any payments by the TTC to any approved delegate or assignee on any claim under this Contract shall be deductible, at the TTC's sole discretion, against the claims, which the Contractor may have against the County.

10.2 If any assumption, assignment, delegation, 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 without the express prior written approval of the TTC, the TTC may, in his/her sole discretion, terminate this Contract.

## **11.0 CHANGE NOTICES AND AMENDMENTS**

11.1 For any changes that affect Contractor's service requirements, as set forth in Exhibit A, Scope of Work and/or changes in Exhibits B1, County's Administration and B2, Contractor's Administration, County shall prepare a Change Notice which shall be signed by Contractor and TTC's Contract Administrator.

11.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract

during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

11.3 The TTC or his/her designee may, at his/her sole discretion, authorize annual extensions as defined in Section 4.0, Term. 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. An Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

11.4 For any change which affects the contract term or contract sum included in this Contract, a negotiated amendment shall be prepared therefor, executed by Contractor, and thereafter by the County's Board of Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Section 6.0, Contract Sum, not to exceed fifteen percent (15%) of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.

## **12.0 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.

## **13.0 COMPLAINTS**

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

13.2 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:

13.2.1 Within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify TTC's Contract Administrator of the status of the investigation;

13.2.2 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; and

13.2.3 Copies of all written responses shall be sent to TTC's Contract Administrator within three (3) business days of mailing to the complainant.

13.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

13.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to TTC's Contract Administrator for approval before implementation.

#### **14.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Contract, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

#### **15.0 COMPLIANCE WITH APPLICABLE LAW**

15.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

15.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

#### **16.0 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.

#### **17.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

##### 17.1 Jury Service Program

This Contract is subject to the provisions of the County's Ordinance entitled Contractor Employee Jury Service, Exhibit E, as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

##### 17.2 Written Employee Jury Service Policy

17.2.1 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.

17.2.2 For purposes of this Section, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$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: 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 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 Contract and a copy of the Jury Service Program shall be attached to the Contract.

17.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Jury Service 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 the 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.

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

## **18.0 CONFLICT OF INTEREST**

18.1 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 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.

18.2 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 18.0 shall be a material breach of this Contract upon which County may immediately terminate or suspend services under this Contract.

## **19.0 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 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.

## **20.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

20.1 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.

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

## **21.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

### **21.1 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.

### **21.2 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 not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may

have with the County.

21.3 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.

21.4 Contractor Hearing Board

21.4.1 If there is evidence that the Contractor may be subject to debarment, the TTC 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.

21.4.2 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 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 TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

21.4.3 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.

21.4.5 Subcontractors of Contractor

These terms shall also apply to subcontractors/subconsultants of County Contractors.

**22.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

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

**23.0 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

23.1 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 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.

23.2 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 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**24.0 COUNTY’S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

**25.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

**26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

26.1 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.

- 26.2 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.

## **27.0 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 11.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **28.0 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.

## **29.0 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 agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **30.0 INDEPENDENT CONTRACTOR STATUS**

- 30.1 This Contract 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.
- 30.2 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 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.

- 30.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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.
- 30.4 The Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract.
- 30.5 Contractor shall provide County an executed Contractor Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (Exhibit F1) for each of its employees and an executed Contractor Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (Exhibit F2) for each of its non-employees performing work under this Contract. Such agreements shall be delivered to the Assistant Operations Chief, Treasurer and Tax Collector, Contracts Section, 500 West Temple Street, Room 464, Los Angeles, California 90012, on or immediately following the execution of this Contract by the County's Board of Supervisors, but in no event later than the date any such employee first performs work under this Contract.
- 30.6 As an independent contractor, Contractor has no power or authority to bind the County to any obligations or contracts.

### **31.0 INDEMNIFICATION**

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

### **32.0 GENERAL INSURANCE REQUIREMENTS**

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

- 32.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered, prior to commencing services under this Contract, to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 W. Temple Street, Room 464  
Los Angeles, CA 90012

Such certificates or other evidence shall:

- 32.1.1 Specifically identify this Contract;
- 32.1.2 Clearly evidence all coverage required in this Contract;
- 32.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 32.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 32.1.5 Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 32.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 32.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 32.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:
  - 32.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - 32.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
  - 32.4.3 Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the TTC Contract Administrator.
  - 32.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of

County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

32.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

32.6.1 The Contractor providing evidence of insurance covering the activities of subcontractors, or

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

### 32.7 INSURANCE COVERAGE REQUIREMENTS

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

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

32.7.2 Automobile Liability insurance, written on ISO policy form CA 00 01 or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

32.7.3 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, and for which the Contractor is responsible. If the Contractor'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 Contractor 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

32.7.4 Crime Coverage: Coverage for Employee Dishonesty with limits at a minimum amount of \$10,000 and covering all employees working pursuant to this Contract. Such insurance



shall cover against loss of money, securities, or other property and name the County as loss payee.

### **33.0 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 County.

### **34.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 34.1 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.
- 34.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 34.3 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.
- 34.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 34.5 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.
- 34.6 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 Section 34.0 when so requested by the County.
- 34.7 If the County finds that any provisions of this Section 34.0 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been

violated, in addition, a determination by the California Fair Employment Practices 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 Contract.

34.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 liquidated damages in lieu of terminating or suspending this Contract.

### **35.0 NONEXCLUSIVITY**

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

### **36.0 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) day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **37.0 NOTICE OF DISPUTES**

37.1 Contractor and County agree to act immediately to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 37.0. Time is of the essence in the resolution of disputes.

37.2 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 County, in its sole discretion, determines should be delayed as a result of such dispute.

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

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

- 37.5 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to the Contractor's Contract Manager and TTC Contract Administrator for the purpose of endeavoring to resolve such dispute.
- 37.6 In the event that the TTC Contract Administrator and the Contractor's Contract Manager are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the County's TTC and the Contractor (with a copy to TTC's Contract Administrator) for further consideration and discussion to attempt to resolve the dispute.
- 37.7 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 Contract and/or its rights and remedies as provided by law.
- 37.8 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 levels described in this Section 37.0, 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.
- 37.9 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Section 47.0, Termination for Convenience, Section 48.0, Termination for Default, Section 49.0, Termination for Improper Consideration, or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Section 41.0, Proprietary Rights, and Section 9.0, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

**38.0 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.

**39.0 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 B1, County's Administration and B2, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **40.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

#### **41.0 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from County personnel and all materials, drafts, data, estimates, reports and other information of any kind developed by Contractor under this Contract are confidential and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information. The provisions of this Section 41.0 shall survive the expiration or other termination of this Contract.

#### **42.0 PUBLIC RECORDS ACT**

42.1 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 Section 44.0, 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.

42.2 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 IFB marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

#### **43.0 PUBLICITY**

43.1 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 County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

43.1.2 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 County without the prior written consent of the TTC's Contract Administrator. The County shall not unreasonably withhold written consent.

- 43.1.3 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 43.0 shall apply.

#### **44.0 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. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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 Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material 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.

- 44.1 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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 44.0 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 44.3 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 County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### 44.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

#### 45.0 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 with respect to performance of this Contract.

#### 46.0 SUBCONTRACTING

County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Contract, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Section 46.0. Any attempt by Contractor to subcontract any performance under this Contract without the prior written consent of County shall be null and void and shall be deemed a material breach of this Contract, upon which County may immediately terminate this Contract.

46.1 If Contractor desires to subcontract any portion of its performance under this Contract, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:

46.1.1 The reason(s) for the particular subcontract;

46.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;

46.1.3 A detailed description of the work to be performed by the proposed subcontractor;

46.1.4 A draft copy of the proposed subcontract.

46.1.5 Other pertinent information and/or certifications requested by County.

46.2 County will review Contractor's request to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

46.3 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers,

employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Contract.

- 46.4 Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Contract. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Contract. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Contract.
- 46.5 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor shall notify its subcontractors of the County's right prior to subcontractors commencing performance under this Contract. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Contract. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such rights.
- 46.6 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Contract.
- 46.7 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the TTC's Contract Administrator, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
- 46.7.1 A fully executed copy of each subcontract entered into by Contractor;
- 46.7.2 An executed Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract, Exhibit F2, for each subcontractor employee approved to perform work under this Contract; and
- 46.7.3 Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by the County.

46.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 46 or a blanket consent to any further subcontracting.

#### **47.0 TERMINATION FOR CONVENIENCE**

47.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by the County, 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.

47.2 Either party may terminate this Contract within thirty (30) calendar days prior written notice to the other party.

47.3 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

47.3.1 Stop work under this Contract, as identified in such notice;

47.3.2 Transfer title and deliver to County all completed work and work in process; and

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

47.4 All materials 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 Section 44.0, Record Retention and Inspection/Audit Settlement.

#### **48.0 TERMINATION FOR DEFAULT**

48.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of TTC's Contract Administrator:

48.1.1 Contractor has materially breached this Contract;

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

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

48.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-Section 48.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so



terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 48.0.

- 48.3 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-Section 48.2 if its failure to perform this Contract, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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-Section 48.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 48.4 If, after the County has given notice of termination under the provisions of this Section 48.0, it is determined by the County that the Contractor was not in default under the provisions of this Section 48.0, or that the default was excusable under the provisions of Sub-Section 48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 47.0, Termination for Convenience.
- 48.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-Section 48.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-Section 48.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract Sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the TTC, or designee, deducted from any amounts due to the Contractor by the County, under this Contract.
- 48.6 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 31.0, Indemnification.
- 48.7 The rights and remedies of the County provided in this Section 48.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**49.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 49.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 49.2 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 (213) 974-0914 or (800) 544-6861.
- 49.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**50.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of Section 47.0, Termination For Convenience, as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

**51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 23.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the Auditor Controller or Board of Supervisors may terminate this Contract pursuant to Section 48.0, Termination for Default.

**52.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit G, Familiarity with the County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's

Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may, in its sole discretion, immediately terminate or suspend this Contract.

**53.0 USE OF COUNTY SEAL AND TTC'S LOGO**

Contractor shall not use or display the official seal of County or TTC's logo on any of its letterheads or other communications with any business, or for any other reason.

**54.0 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.

**55.0 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 Section 55.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**56.0 WARRANTY AGAINST CONTINGENT FEES**

56.1 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.

56.2 For breach of this warranty, the County 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.

**57.0 INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

**58.0 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, 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 H, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**59.0 CONTRACTOR'S ACKNOWLEDGMENT 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.

**60.0 RESOLICITATION OF BIDS AND PROPOSALS**

60.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Contract. TTC shall make the determination to resolicit bids or request proposals in accordance with applicable County and TTC policies.

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

**61.0 SURVIVAL**

The provisions in the following Sections shall survive the expiration or termination of this Contract for any reason:

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

9.0 Confidentiality

15.0 Compliance with Applicable Law

26.0 Employment Eligibility Verification

28.0 Fair Labor Standards

29.0 Governing Law, Jurisdiction and Venue

31.0 Indemnification

32.0 General Insurance Requirements

41.0 Proprietary Rights

44.0 Record Retention and Inspection/Audit Settlement

47.0 Termination for Convenience

48.0 Termination for Default

49.0 Termination for Improper Consideration

**62.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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 Local Small Business Enterprise.

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 Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise 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 County any difference between the Contract Sum and what the County’s costs would have been if the contract had been properly awarded;
- 2) In addition to the amount described in subdivision 1 above, be assessed a penalty in an amount of not more than ten (10) percent of the Contract Sum; 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) and Paragraph 21 (Contractor’s Responsibility and Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County’s Office of Affirmative Action Compliance of this information.

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**CLEAN-UP AND TRASH REMOVAL SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be affixed and attested by the Executive Officer thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

**COUNTY OF LOS ANGELES**

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

**CONTRACTOR**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

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

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**1. SCOPE OF WORK**

- 1.1 Contractor will be required to provide indoor and outdoor Clean Up and Trash Removal Services at decedent and conservatee estate properties throughout Los Angeles County and possibly in neighboring counties. These services are requested for single-family structures, duplexes, triplexes, apartments, vacant land, and other property managed by the Public Administrator on an as needed basis. Three (3) contractors currently handle approximately 300 service calls each year. This number is an approximation and is not necessarily representative of a future workload. The size and complexity of the job and the condition of the job site varies. Many of these properties are residences that have been left in unsanitary and moderately to extremely cluttered conditions, e.g., animal remains, feces, larva in decaying matter, residual body fluids, personal effects of a decedent where cause of death may have been natural, due to illness or communicable disease, etc. The TTC defines trash as anything that is not salvageable and already determined by the TTC to have no value. Trash may include but not be limited to unusable furniture, e.g., chairs, tables, sofas, dressers, etc., and appliances, e.g., refrigerators, stoves, ovens, etc. Clean up may include but not be limited to disposing of all the trash, cutting tree branches and/or tree(s) removal, clearing brush, mowing the lawn, raking leaves, sweeping, etc.
- 1.2 Services are typically required on less than one day's prior notice. For example, TTC may call a Contractor on Monday for services to be rendered at 7:00 a.m. the following day. Emergency services may be required in which the response time is not to exceed two (2) hours from the initial notification from TTC. The Contractor must have a responsible person available by telephone during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Use of a pager is acceptable provided Contractor is able to return telephone calls to TTC within 30 minutes of being paged.
- 1.3 When TTC requests Clean-Up and Trash Removal Services from the Contractor for a specific estate, information regarding the size and complexity of the property will be provided in order for the Contractor to determine appropriate crew, supply, and vehicle requirements. Some service requests will require the Contractor to supply one or more dumpsters for trash removal. Contractor will be responsible for obtaining the appropriate dumpster permits, if required. TTC will also specify the required size and number of dumpsters necessary for the job.
- 1.3.1 In the event TTC requires concurrent or nearly concurrent drayage and clean up and trash removal services to be performed at the same job site, TTC and Contractor shall coordinate performance of services under this Contract to ensure operations are monitored and security of estate assets are maintained.
- 1.3.2 If the Clean Up and Trash Removal Services Contractor and the Drayage Services Contractor are represented by the same firm or if independent firms should jointly request that the drayage and clean up and trash removal services be performed concurrently or nearly concurrent, prior written approval at least 24 hours in advance from the TTC Contract Administrator is required before clean up and trash removal work shall begin.

- 1.3.3 The TTC Contract Administrator shall monitor the assignment of clean up and trash removal service jobs to ensure compliance with Sub-Sections 1.3.1 and 1.3.2 of this Exhibit A, Scope of Work.
- 1.4 Contractor shall be responsible for providing all necessary supplies. Minimum work supplies will include gloves, protective breathing masks, boots, disinfectants, shovels, brooms, trash bags, and insect repellent. Work equipment should include, at a minimum, trucks, gasoline engine powered hedge trimmer, heavy-duty lawn mower, heavy rope, power chain saws, tarps, and tie-downs. In the event any specialty equipment needs to be rented for use on a particular worksite, Contractor will not be reimbursed for the associated costs unless previously approved in writing by the TTC Contract Administrator or other designated authorized TTC personnel.
- 1.5 All trash, yard clippings, etc. removed from the premises must be discarded at an established dump or trash disposal site. Salvage and recycling activities by the Contractor are prohibited. All abandoned property or trash must be discarded by the Contractor and its employees as directed by the TTC representative in charge. Under no circumstances, regardless of value, is it allowable to salvage any items for personal or other use by Contractor or its employees. If any articles of value or of a salvageable nature are found in the abandoned property or trash, they shall immediately be turned over to TTC.
- 1.6 Contractor shall notify TTC upon discovery of all materials considered to be hazardous (i.e., paint, oil, aerosol cans, combustible liquids, etc.). TTC employees will be responsible for the discard and disposal of such materials in compliance with all applicable regulatory codes.
- 1.7 Contractor shall have all City, County and State permits and licenses required for their equipment and operations. Services shall be provided in strict accordance with all applicable laws and regulations and with requirements of all public agency jurisdictions.
- 1.8 In the event TTC has a large and/or complex job, all Contractors may be invited to a job site at a given date and time to participate in a competitive bid with other Contractors to provide a fixed, all-inclusive price. All fixed price bids must be submitted to the TTC within one business day after inspection of the job site. TTC management will review the fixed price bid and make a determination within five (5) business days, notifying the firm selected. TTC must approve in writing any subsequent changes to the original job order/fixed price bid.
- 1.9 Contractor shall be liable for any injury to persons or damage to estate, County or private property incurred at a job site in the course of performing the services under this Contract. Damage to buildings, appurtenances and furnishings must be avoided. The Contractor will be liable for the cost of repairs for any such damages and expenses associated with any injury. In the event damage or injury occurs during the course of a job, Contractor will complete and submit the Public Administrator Field Incident Report, Attachment C of this Exhibit A, Scope of Work, to document the incident and will submit it to the TTC Contract Administrator within one (1) business day of the incident. The Contractor shall cooperate with TTC to



ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for repairs.

- 1.10 Contractor crews are expected to arrive at the job site on time as requested by the TTC Contract Administrator, with all equipment and materials necessary to start the job. Any Contractor delays more than 30 minutes should be promptly reported by telephone to the TTC Contract Administrator or other designated authorized TTC personnel. Contractor will be paid at an hourly rate inclusive of all costs of materials and equipment necessary to perform operations listed herein.
- 1.11 Contractor charges begin at the time of arrival at the work site and when the crew begins work. Contractor charges shall be inclusive of hours worked, excluding lunch breaks until work terminates for the day. Penalties will be assessed for fraudulent work hours claimed in accordance with Attachment A, Technical Exhibit-Performance Requirements Summary, of this Exhibit A, Scope of Work. NOTE: Overtime rates will not be paid unless specifically ordered and authorized in writing in advance by the TTC Contract Administrator or other designated authorized TTC personnel.
- 1.12 TTC will have the sole authority in determining the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to Contractor and may be cause for cancellation of this Contract or resulting in a payment deduction as set forth in Section 3, Technical Exhibit – Performance Requirements Summary of this Exhibit A, Scope of Work.

## **2. GENERAL REQUIREMENTS**

### **2.1 TTC PERSONNEL**

- 2.1.1 The TTC shall assign a Contract Administrator to provide overall management and coordination of the contract and act as liaison for the TTC. The TTC Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the contract. TTC shall inform Contractor in writing of the name, address, and telephone number of the individual designated to act as Contract Administrator, at the time the contract is executed and as changes occur as set forth in Exhibit B1, County's Administration, of this Contract.

### **2.2 CONTRACTOR'S CONTRACT MANAGER**

- 2.2.1 The Contractor is required to provide a Contract Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the contract. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Contract Manager, Alternate Contract Manager and Authorized Official(s), at the time the contract is executed and as changes occur as set forth in Exhibit B2, Contractor's Administration, of this Contract.

2.2.2 The Contract Manager and alternate(s) must be able to read, write, speak, and understand English. The Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The Contract Manager shall be available during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the contract. When the Contract Manager cannot be present, the alternate Contract Manager shall be designated to act on behalf of the Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by the Contractor.

### 2.3 **CONTRACTOR PERSONNEL**

2.3.1 Contractor shall provide to TTC's Contract Administrator, prior to the start of this Contract a pool/list of employees that will be performing work under this Contract, that to TTC's satisfaction have passed the background and security investigation in accordance with Section 2.5, Background and Security Investigations, of this Exhibit A, Scope of Work. Only those Contractor employees having passed the background investigation process shall be permitted to work under this Contract. This pre-approved list/pool of employees will be utilized by the TTC Contract Administrator to monitor job assignments and monitor contractor employees at the job site.

2.3.2 As Contractor's pre-approved list/pool of employees assigned to this Contract changes, Contractor shall within five business days: 1) notify the TTC Contract Administrator of the staffing change, and 2) initiate the background investigation check process for the new employee(s). New Contractor employees shall not be permitted to work under this Contract until: 1) they have successfully been cleared following the background investigation check, 2) the TTC Contracts Section has been notified of the employees background investigation check clearance, and 3) the TTC Contracts Section has been provided with a copy of such employee's background investigation check clearance.

2.3.3 Each crew must have a responsible lead person who speaks and reads English fluently, to supervise staff, receive and understand verbal and/or written instructions from the TTC Contract Administrator, and must have the ability to deliver those instructions accurately to the crew members.

2.3.4 Contractor's staff must wear matching t-shirts, shirts, overalls or jackets, with Contractor's logo and name clearly visible, in order to be easily identified by the public and by TTC.

2.3.5 Contractor's staff must also meet the following requirements:

- Be able to perform indoor and outdoor clean-up of residences, including trash pick-up and disposal, lawn mowing, etc. as requested.
- Be available to meet designated representative of the TTC as scheduled at a job site with all supplies and equipment necessary to begin the job.

- Have the physical capability to remove trash and non-salvageable property discarded by the TTC representative from premises.
- Have the physical capability to mow lawns, cut tall weeds, bushes and trees, etc., as directed and designated by the TTC representative, and to leave premises in safe condition.

2.3.6 Contractor's drivers must possess, and maintain at all times, valid California Driver's Licenses and be appropriately insured during the term of the Contract.

2.3.7 All personnel providing services in conjunction with the contract will be required to sign a Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract as set forth in Exhibit F1 and Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract as set forth in Exhibit F2, of this Contract. During the term of the contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contracts Section.

2.3.8 Contractor employees are prohibited from taking or removing **any** items from the job site for personal use or gain, resale or recycling, or giving to someone else. Contractor employees are not to use any personal equipment or telephones at estate properties.

## 2.4 **CONTRACTOR EMPLOYEE ACCEPTABILITY**

2.4.1 The Contractor shall be responsible for immediately removing and replacing within one (1) business day any employee working on this contract when requested to do so by the TTC Contract Administrator.

2.4.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Contractor assigned to the County's contract who, in the opinion of the TTC is unsatisfactory, shall immediately be removed from servicing the contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the Subcontracting provisions in Section 46, of this Contract are met.

## 2.5 **BACKGROUND AND SECURITY INVESTIGATIONS**

2.5.1 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor

convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 2.5.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 2.5.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.
- 2.5.4 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricular Consular or Company Identification.
- 2.5.5 Disqualification, if any, of Contractor employees, pursuant to this Section 2.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 2.5.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Section 2.5 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Sub-Section 2.3.2 of this Exhibit A, Scope of Work.

## 2.6 **INVOICING AND REIMBURSEMENT**

- 2.6.1 Contractor will be reimbursed for any dumpster rentals and/or dump fees based on actual fees paid and must provide **original** dumpster and dump fee receipts and/or city refuse bin permit receipts with the invoice.
- 2.6.2 TTC will not reimburse Contractor for the rental of any specialty equipment (e.g. chain saws, protective eye wear, etc.) unless previously approved in writing by the TTC Contract Administrator or other designated authorized TTC personnel.
- 2.6.3 Invoices must include the following information:
- Reference to the TTC job request number.
  - Estate number, estate name, address, date, time, actual number of hours worked by employee, excluding lunch breaks, and services performed. Charges will not be allowed for time spent applying for dumpster permits. If the job requires more than one day, charges must be itemized on the invoice by date.

- Original dumpster rental, permit, and dump fee receipts, as applicable. If a dump fee charge is attributable to more than one clean-up job, list the TTC job numbers on the receipt AND divide the charge accordingly to reflect the corresponding share of the cost on each applicable invoice referencing the dump fee receipt number.

2.6.4 Invoices for fixed bid jobs must be accompanied by a copy of the approved bid.

## 2.7 **QUALITY CONTROL- CONTRACTOR**

2.7.1 The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. A copy must be provided to the TTC Contract Administrator on the contract start date and as changes occur. The plan shall include, but not be limited to, the following:

- An inspection system covering the services listed on the Technical Exhibit-Performance Requirements Summary, Attachment A, of this Exhibit A, Scope of Work. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations, e.g., vehicle failure, staff shortage, etc.

2.7.2 Contractor shall maintain a file of all inspections conducted by the County and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the contract.

## 2.8 **QUALITY MONITORING BY COUNTY**

2.8.1 The TTC will evaluate the Contractor's performance under this contract using the quality assurance procedures specified in the Technical Exhibit-Performance Requirements Summary, Attachment A of this Exhibit A, Scope of Work, or other such procedures as may be necessary to ascertain Contractor compliance with this contract. The TTC will appropriately document any contract compliance deficiencies and communicate them in writing to Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. The Contractor's Contract Manager and the TTC Contract Administrator shall meet as often as necessary, as determined by TTC, to discuss the Contractor's performance. A mutual effort will be made to resolve all problems and deficiencies identified during the term of the contract.

## 2.9 USE OF COUNTY SEAL AND TTC'S LOGO

2.9.1 The Contractor shall not use or display the official seal of the County or TTC's logo on any of its letterhead or other communications, or for any other reason.

## 2.10 HOLIDAYS

The following are the usual County observed holidays.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

## 2.11 GOVERNMENT OBSERVATIONS

County and/or personnel from other governmental jurisdictions, other than TTC's Contract Administrator, may from time to time observe contract operations. However, these personnel will not unreasonably interfere with Contractor's performance.

## 2.12 DEFINITIONS

2.12.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from a standard before the TTC will make a finding that the Contractor is not in compliance with a specific contract provision.

2.12.2 **Performance Requirements Summary (PRS):** Identifies the key performance indicators of the contract that will be evaluated by the County to assure the Contractor (see Attachment A, Technical Exhibit-PRS) meets contract performance standards.

2.12.3 **Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Scope of Work.

2.12.4 **Clean Up and Trash Removal Exception Report:** Document used by TTC to document discrepancies or problems with Contractor's performance; to record explanations of unsatisfactory performance. Sample form as set forth in Attachment B to this Scope of Work.

**3. TECHNICAL EXHIBIT – PERFORMANCE REQUIREMENTS SUMMARY**

3.1 The purpose of the following Attachment A is to:

- List the required services which will be monitored by the TTC during the term of this contract (Column 1);
- Identify the performance standards for satisfactory performance (Column 2);
- Indicate the maximum allowable degree of deviation from a standard for each requirement (acceptable quality level, AQL) that shall be allowed by the TTC before contract performance is considered unsatisfactory (Column 3);
- Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting the contract requirements (Column 4);
- Indicate the monetary deduction for exceeding the maximum deviation for the standard (Column 5).

**3.2 COUNTY QUALITY MONITORING**

3.2.1 On an ongoing basis, Contractor performance will be compared to the contract standards and the acceptable quality levels (AQLs) as set forth in the Technical Exhibit-Performance Requirements Summary, Attachment A, of this Exhibit A, Scope of Work. The TTC may use a variety of inspection methods to evaluate Contractor's performance. These methods may include, but are not limited to:

- User complaints
- 100% inspection of completeness and quality of work on a periodic basis
- Observation of Contractor operations
- Adherence to County policies, procedures, rules and regulations

**3.3 CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE**

Performance of a listed service is considered satisfactory when the number of discrepancies found by the TTC through contract monitoring does not exceed the AQL standards. When performance is unsatisfactory, the TTC will prepare a letter listing the discrepancies found, and will be sent to the Contractor. The Contractor shall be required to respond to the reported discrepancies within five (5) business days of receipt of the TTC letter of notification explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Contract Administrator will, at his/her sole discretion, evaluate the Contractor's explanation and determine whether full payment, partial payment, or the contract termination process is applicable.

**TECHNICAL EXHIBIT - PERFORMANCE REQUIREMENTS SUMMARY**

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Personnel do not salvage or recycle items from job site, do not use estate equipment/supplies, or telephones (Exhibit A, Section 1.5 & 2.3.8)	Personnel adhere to County requirements	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence and removal of affected employee from Contract
Contractor personnel arrive on job site on time and with appropriate supplies, equipment & vehicles (Exhibit A, Section, 1.10)	Arrival at job site at designated start time	30 minutes late	On site inspection & observation	\$75 for each 30 minute delay due to late arrival and/or lack of appropriate equipment or vehicles
Contractor charges begin when the crew begins work and when works terminates for the day, excluding lunch breaks (Exhibit A, Section 1.11)	Penalties assessed for fraudulent work hours claimed	0%	On site inspection & observation; review of invoices	\$500 per occurrence and subject to Contract termination
Contractor provides qualified personnel at job site (Exhibit A, Section 2.3)	Personnel meet County requirements	0%	On site inspection & observation	\$75 for each 30 minutes delay due to incompetent or unqualified staff



ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Contractor to provide and maintain a pool of acceptable employees prior to Contract start and as staff changes (Exhibit A, Section 2.3.1 & 2.3.2)	Personnel meet County requirements	0%	Review of submitted list and review of required updates	\$100 per day for each day late
Contractor's staff must wear uniforms with Contractor's logo and name clearly visible (Exhibit A, Section 2.3.4)	Personnel meet County requirement	0%	On site inspection & observation	\$50 per day per employee
Unacceptable Contractor personnel replaced (Exhibit A, Section 2.4)	Replace within one (1) business day	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence of non-replacement/removal
Quality Control Plan (Exhibit A, Section 2.7)	Provided on or before Contract start date	0%	Receipt of Plan by Contract start date  Review of all inspections conducted by County	\$100 per day for failure to comply w/corrective action plan \$100 per day late

ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Contract Manager (Contract, Section 3.2)	Notify TTC of changes, with resume, within 5 business days	0%	Review of reports and files	\$50 per day when documentation not provided
Background check on all personnel performing services under Contract (Exhibit A, Section 2.5)	Documentation of background check provided	0%	Receipt and review of documentation	\$500 per day per occurrence per employee when documentation not provided and kept current
Complaints (Contract, Section 13)	Policy provided within 15 days of Contract start date, Handle complaints as required	0%	Receipt of policy, Complaints, review of logs	\$100 per day late
Confidentiality (Contract, Section 9)	Employee Acknowledgement and Confidentiality (Part D, Sample Contract, Exhibit F1) Agreement signed and provided within 5 business days	0%	Review of reports; complaints	\$100 per day per employee when form not received and signed \$1000 per unauthorized release of information

ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Insurance Coverage (Contract, Section 32)	Insurance coverage maintained as required	0%	Receipt and review of Insurance and documentation	\$100 per day; Contract termination at TTC's option
Submit financial statements (Contract, Section 44.4)	Provide required statements according to schedule	1 business day late	Review of reports	\$50 per day that report is late

**CLEAN UP AND TRASH REMOVAL EXCEPTION REPORT**

Estate Name: \_\_\_\_\_

Estate Account No.: \_\_\_\_\_

Address: \_\_\_\_\_

Estate Deputy Assigned to Case: \_\_\_\_\_

Deputy Assigned to this Clean Up and Trash Removal Case: \_\_\_\_\_

**Contractor's Information**

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor Arrival Time: \_\_\_\_\_

**Contractor's Employee(s) Names**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Contractor on Time? Yes \_\_\_ No \_\_\_

Contractor has proper equipment? Yes \_\_\_ No \_\_\_

Vendor's staff properly prepared to begin job on time? Yes \_\_\_ No \_\_\_

Any other Exceptions: \_\_\_\_\_

Clean Up and Trash Removal Requested Date: \_\_\_\_\_

Clean Up and Trash Removal Completed Date: \_\_\_\_\_ Time: \_\_\_\_\_

**CLEAN UP AND TRASH REMOVAL EXCEPTION REPORT**

**Comments/Observations**

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Clean Up Deputy: \_\_\_\_\_  
Signature Date

Estate Deputy: \_\_\_\_\_  
Signature Date

Contractor: \_\_\_\_\_  
Signature Date

Asst. Oper. Chf. \_\_\_\_\_  
Signature Date

**ATTACHMENT C**

County of Los Angeles Treasurer and Tax Collector  
**PUBLIC ADMINISTRATOR FIELD INCIDENT REPORT**

In the event of damage to buildings, appurtenances, or furnishings, or injury to persons during the performance of services while under contract to the Treasurer Tax Collector (TTC) Public Administrator, the Contractor's Contract Manager shall immediately telephone the TTC Contract Administrator, Douglas Kennedy, at (213) 974-0419, to report the incident. Subsequently, this report shall be completed by Contractor's Contract Manager to describe and document the incident of damage or injury. The completed report shall be delivered to the TTC Contract Administrator via fax within one (1) business day of the incident to fax number (213) 617-7580.

Date Of Incident: \_\_\_\_\_ Time: \_\_\_\_\_

Estate Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TTC Job Request Number: \_\_\_\_\_ Estate Number: \_\_\_\_\_

**Description Of Incident:** (attach additional pages as necessary)

Specific damage/injury: \_\_\_\_\_  
 \_\_\_\_\_

How occurred: \_\_\_\_\_  
 \_\_\_\_\_

Name of employee(s) involved: \_\_\_\_\_  
 \_\_\_\_\_

Agencies Notified (local law enforcement or emergency services): \_\_\_\_\_  
 \_\_\_\_\_

Report Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**TTC Internal Use Only**

Report Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

*Pursuant to Exhibit A, Scope of Work of the Clean Up and Trash Removal Services Contract, Section 1.9, the Contractor will be liable for the cost of repairs for such damages.*

**COUNTY'S ADMINISTRATION**

1. Any notice served upon County shall be addressed as follows or such other place as may hereinafter be designated in writing to Contractor by TTC:

Name: Mark J. Saladino  
Title: Treasurer and Tax Collector  
Address: County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 437  
Los Angeles, CA 90012  
Facsimile: (213) 626-1812

2. TTC's Contract Administrator:

A copy of any notice shall be addressed and mailed to TTC's Contract Administrator as follows or such other place as may hereinafter be designated in writing to Contractor by TTC:

Name: Douglas Kennedy  
Title: Assistant Operations Chief  
Address: Treasurer and Tax Collector  
Public Administrator Operations  
320 West Temple Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012

Telephone: (213) 974-0419  
Facsimile: (213) 617-7580  
[Email: dkennedy@co.la.ca.us](mailto:dkennedy@co.la.ca.us)

3. A copy of any notice shall be addressed and mailed to:

Address: County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, CA 90012

Telephone: (213) 974-7360

Facsimile: (213) 687-4857

Email: [ttccontr@co.la.ca.us](mailto:ttccontr@co.la.ca.us)

**CONTRACTOR'S ADMINISTRATION**

**ACCENT LANDSCAPE INCORPORATED**

1. Any notice served upon Contractor shall be addressed as follows or such other place as may hereinafter be designated in writing to TTC by Contractor:

Name: Accent Landscape Incorporated  
Address: P.O. Box 3550  
Gardena, CA 90247  
Telephone: (310) 324-1706  
Facsimile: (310) 532-3314  
E-Mail Address: accentland@juno.com

2. CONTRACTOR'S CONTRACT MANAGER:

Name: Robert Izumo  
Address: P.O. Box 3550  
Gardena, CA 90247  
Telephone: (310) 324-1706  
Facsimile: (310) 532-3314  
E-Mail Address: accentland@juno.com

3. CONTRACTOR'S ALTERNATE CONTRACT MANAGER

Name: Derek Izumo  
Address: P.O. Box 3550  
Gardena, CA 90247  
Telephone: (310) 324-1706  
Facsimile: (310) 532-3314  
E-Mail Address: accentland@juno.com

4. CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Robert Izumo  
Address: P.O. Box 3550  
Gardena, CA 90247  
Telephone: (310) 324-1706  
Facsimile: (310) 532-3314  
E-Mail Address: accentland@juno.com

Name: Derek Izumo  
Address: P.O. Box 3550  
Gardena, CA 90247  
Telephone: (310) 324-1706  
Facsimile: (310) 532-3314  
E-Mail Address: accentland@juno.com



**EXHIBIT C – PRICING SCHEDULE**

**ACCENT LANDSCAPE, INC.  
CLEAN UP AND TRASH REMOVAL SERVICES  
PRICING**

<b>ITEM</b>	<b>PRICE</b>
<b>LABOR:</b>	
1 man and 1 truck	\$35.00/hour
2 men and 1 truck	\$55.00/hour
additional man	\$20.00/hour

Other Equipment: Pre-approved in writing by TTC Contract Administrator

Dumster Rental: Actual Cost

If vendor owns a dumpster or dumpster rental company, TTC expects the most favored customer price.

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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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 antidiscrimination 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.
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

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, fulltime 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.

**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 Contract 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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

Page 2 of 3

4. 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 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-Contract 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 the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a fulltime schedule as less than 40 hours per week.

**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.

**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.

**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.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Page 3 of 3

- 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.

**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.

**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 Contracts. This chapter shall be superseded by a collective bargaining Contract 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.

**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.

**CLEAN UP AND TRASH REMOVAL SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT CONTRACT**

*(Any reference to Copyright Assignment would apply to Information Technology Contracts only)*

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

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY CONTRACT:**

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

Initials of Signer \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

County Contract No. \_\_\_\_\_

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

I agree to keep confidential all health, 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 or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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

**COPYRIGHT ASSIGNMENT CONTRACT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Contract, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_/\_\_\_/\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CLEAN UP AND TRASH REMOVAL SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT CONTRACT**

*(any reference to Copyright Assignment would apply to Information Technology Contract only)*

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

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY CONTRACT:**

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

Initials of Signer \_\_\_\_\_



\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

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

I agree to keep confidential all health, 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 or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

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

**COPYRIGHT ASSIGNMENT CONTRACT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this Contract, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_ DATE \_\_\_ / \_\_\_ / \_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

***FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE  
CERTIFICATION***

The Contractor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Contractor also certifies that all persons acting on behalf of the Contractor organization have and will comply with it during the bid process.

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Authorized Official's Signature

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Date

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Authorized Official's Printed Name and Title

**SAFELY SURRENDERED BABY LAW**  
Fact Sheets – English and Spanish Versions  
Poster – English and Spanish Versions

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns 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?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## **Does the parent have to call before bringing in the baby?**

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

## **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 brazaletes y el padre/madre recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

# No shame.

# No blame.

# No names.

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

# Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.**



**En el Condado de Los Angeles:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(*Health and Human Services Agency*)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(*Department of Social Services*)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito  
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito  
Zev Yaroslavsky, Supervisor, Tercer Distrito  
Don Knabe, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
AND**

**CREST LABOR INCORPORATED  
DBA CREST MOVING COMPANY**

**FOR THE PROVISION OF  
CLEAN-UP AND TRASH REMOVAL SERVICES**



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**CONTRACT FOR THE PROVISION OF  
CLEAN UP AND TRASH REMOVAL SERVICES**

**THIS CONTRACT** , made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004

**BY AND BETWEEN**

COUNTY OF LOS ANGELES, a corporate and politic, hereinafter referred to as "County", by and through the Treasurer and Tax Collector hereinafter referred to as TTC;

**AND**

Crest Labor Incorporated, DBA Crest Moving Company, hereinafter referred to as "Contractor", for the provision of Clean and Trash Removal Services, hereinafter referred to as "Services".

**RECITALS**

**WHEREAS**, the California State Probate Code requires the Public Administrator to administer decedent estates and the TTC serves as the Public Administrator for the County of Los Angeles, and under agreement with the County Public Guardian, also provides services to conservatee estates. During the course of estate administration and in accordance with the California Probate Code, TTC may provide clean up and trash removal services to estates under its administration; and

**WHEREAS**, TTC is responsible for estate administration and desires to engage Contractor to provide clean up and trash removal services; and

**WHEREAS**, Contractor has submitted a bid to the TTC for provision of Clean Up and Trash Removal Services and based upon competitive sealed bidding, Contractor has been selected for recommendation for award of such Contract; and

**WHEREAS**, this Contract is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

**WHEREAS**, the Board of Supervisors has authorized the TTC to administer this Contract; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

1.1 Exhibits A, B1, B2, C, D, E, F1, F2, G, and H are attached to, incorporated herein by reference, 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 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:

1.1.1 EXHIBIT A - Scope of Work

- 1.1.2 EXHIBIT B1 - County's Administration
- 1.1.3 EXHIBIT B2 - Contractor's Administration
- 1.1.4 EXHIBIT C - Pricing Schedule
- 1.1.5 EXHIBIT D - Contractor's EEO Certification
- 1.1.6 EXHIBIT E - Contractor Employee Jury Service Ordinance
- 1.1.7 EXHIBIT F1 - Contractor Employee Acknowledgement, Confidentiality, And Copyright Assignment Contract
- 1.1.8 EXHIBIT F2 - Contractor Non-Employee Acknowledgement, Confidentiality, And Copyright Assignment Contract
- 1.1.9 EXHIBIT G - Familiarity With The County Lobbyist Ordinance Certification
- 1.1.10 EXHIBIT H - Safely Surrendered Baby Law

1.2 This Contract and the Exhibits hereto constitute 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 Section 11.0, Change Notices and 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:** As used herein, the term "Board of Supervisors/Board" shall mean the County's Board of Supervisors, which is the governing body of the County of Los Angeles.
- 2.2 **Business Days:** As used herein, the term "Business Days" shall mean Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 **Business Hours:** As used herein, the term "Business Hours" shall mean 8:00 a.m. through 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 **Contract Sum:** As used herein, the term "Contract Sum" shall have the meaning set forth in Section 6.0, Contract Sum.
- 2.5 **Contractor's Authorized Official/Officials:** As used herein, the term "Contractor's Authorized Official/Officials" shall mean the individual or individuals designated to execute documents under this Contract on behalf of Contractor, as specified in Exhibit B2, Contractor's Administration, Section 4, Contractor's Authorized Official(s).
- 2.6 **Contractor's Contract Manager:** As used herein, the term "Contractor's Contract Manager" shall have the meaning set forth in Section 3.2.1, Contractor's Contract Manager.
- 2.7 **County:** As used herein, the term "County" shall mean the County of Los Angeles, California.

- 2.8 **County's Contract Administrator:** As used herein, the term "County's Contract Administrator" shall have the meaning set forth in Section 3.1.1, County's Contract Administrator.
- 2.9 **Day(s):** As used herein, the term "Day(s) or day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.10 **Effective Date:** As used herein, the term "Effective Date" shall mean the date of commencement of this Contract as approved by the County's Board of Supervisors, and set forth in Section 4.0, Term.
- 2.11 **Fiscal Year:** As used herein the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Performance Requirements Summary:** Shall have the meaning set Forth in Exhibit A, Scope of Work, Section 3.0, Technical Exhibit-Performance Requirements Summary.
- 2.13 **Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. County's Treasurer and Tax Collector serves as Public Administrator of Los Angeles County.
- 2.14 **Public Guardian:** As used herein, the term "Public Guardian" shall mean the Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of the Public Guardian is to protect and care for the person and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.
- 2.15 **Services:** As used herein, the term "Services" shall mean the work provided by Contractor pursuant to this Contract as identified in Exhibit A, Scope of Work, with all the attachments thereto.
- 2.16 **State:** As used herein, the term "State" shall mean the State of California.

### **3.0 ADMINISTRATION OF AGREEMENT**

#### **3.1 PROJECT RESPONSIBILITY – COUNTY**

##### **3.1.1 County's Contract Administrator**

3.1.1.1 County's Contract Administrator for this Contract shall be the person specified in Exhibit B1, Section 2, County's Contract Administrator or his/her designee (hereinafter referred to as TTC's Contract Administrator).

3.1.1.2 TTC's Contract Administrator is an employee of TTC and shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with all Contract terms and conditions.

- 3.1.1.3 County shall notify Contractor in writing of any changes in County personnel.
- 3.1.1.4 TTC's Contract Administrator, or his/her designee, shall interface with the Contractor's Contract Manager, as specified in Section 3.2.1, Contractor's Contract Manager and is authorized to make changes in the terms and conditions of this Contract, only in accordance with Section 11.0, Change Notices and Amendments, herein, and as approved by TTC's Contracts Section.
- 3.1.1.5 TTC's Contract Administrator shall provide overall direction to Contractor in the areas relating to policy, program information, and procedural requirements.

## **3.2 PROJECT RESPONSIBILITY – CONTRACTOR**

### **3.2.1 Contractor's Contract Manager**

- 3.2.1.1 Contractor's Contract Manager for this Contract shall be the person specified in Exhibit B2, Section 2, Contractor's Contract Manager or his/her designated alternate as specified in Exhibit B2, Section 3, Contractor's Alternate Contract Manager (hereinafter referred to as Contractor's Contract Manager), who shall be a full-time employee of the Contractor.
- 3.2.1.2 Contractor shall notify County in writing of any change in the name and address of the Contractor's Contract Manager and of the name and address of any Alternate Contract Manager or designee within five (5) business days of choosing same. County shall have the sole right to approve the assignment or replacement of any Contract Manager or Alternate Contract Manager.
- 3.2.1.3 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities related to this Contract.
- 3.2.1.4 Contractor's Contract Manager shall be available during normal business hours, Monday through Friday from 8:00 a.m. until 5:00 p.m. for telephone contact and to meet with TTC's Contract Administrator regarding the operation of this Contract.

## **4.0 TERM**

- 4.1 The term of this Contract shall be for a period of one (1) year, if not sooner terminated as provided herein, commencing May 1, 2004, upon approval thereof by County's Board of Supervisors.
- 4.2 The County shall have the option to extend the Contract term for up to four (4) additional one-year periods, for a maximum total Contract term of five (5) years. TTC shall provide Contractor with a written notice of such renewal sixty (60) calendar days prior to the expiration of the term of this Contract. Each such option year shall be exercised individually by the TTC or designee through the Change Notices and Amendments process outlined in Section 11.0.
- 4.3 Contractor shall notify TTC when this Contract 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 TTC at the address herein provided in Exhibit B1, County's Administration.

4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by TTC without liability for damages whenever County is prevented by operation of laws, Acts of God, or by the official action of local, state, or federal authorities from complying with the provisions of this Contract.

## **5.0 DESCRIPTION OF SERVICES**

5.1 Contractor shall provide Clean Up and Trash Removal Services (herein after referred to as Services) as set forth in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference, in the manner and form as described in the body of this Contract, and as may be amended from time to time in accordance with Section 11.0, Change Notices and Amendments.

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

## **6.0 CONTRACT SUM**

6.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services as set forth in Exhibit A, Scope of Work in accordance with Exhibit C, Pricing Schedule, and shall not exceed \$100,000 for the first year of this Contract.

6.2 Contractor shall be compensated for Services provided under this Contract in accordance with payment provisions set forth in Section 8, Invoices and Payments. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit B1, County's Administration.

6.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **7.0 LIQUIDATED DAMAGES**

- 7.1 If, in the judgment of TTC, Contractor breaches the provisions of Section 3.2, County Quality Monitoring, of Exhibit A, Scope of Work causing damages to County, because it will be difficult if not impossible to prove the amount of such damages, County will have a claim for the sum specified in such Attachment A, Technical Exhibit-Performance Requirements Summary to be paid by Contractor in accordance with this Section 7, Liquidated Damages. The TTC, or designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance assessed penalties. Contractor shall remit payment of the assessment within five (5) business days of receipt of such notice, or at TTC's option, a deduction will be assessed as set forth in the Technical Exhibit-Performance Requirements Summary, against any amounts due the Contractor under this Contract. TTC's determination of damages is final.
- 7.2 This Section 7 shall not in any manner restrict or limit County's right to damages for any breach of this Contract other than those specified in Attachment A, Technical Exhibit – Performance Requirements Summary of Exhibit A, Scope of Work, and shall not in any manner restrict or limit County's right to terminate the Contract or agreed to herein.

## **8.0 INVOICES AND PAYMENTS**

- 8.1 Contractor shall bill County monthly in arrears for Services performed the previous calendar month. Such Services shall be priced in accordance with Exhibit C, Pricing Schedule.
- 8.2 Contractor shall prepare a monthly invoice for all Services performed during the preceding calendar month in accordance with Exhibit A, Scope of Work, Section 2.6, Invoicing and Reimbursement. An original and one copy of the invoice shall be submitted on or before the tenth (10<sup>th</sup>) calendar day of each month.
- 8.3 Invoices and supportive documentation shall be sent to:
- Treasurer and Tax Collector  
Fiscal Services Division, Accounts Payable  
Room 464, Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012
- 8.4 TTC's Contract Administrator will review all invoices in accordance with Exhibit A, Scope of Work, Section 2.6, Invoicing and Reimbursement and report in writing any discrepancies to Contractor within fifteen (15) business days of receipt of such invoice. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within fifteen (15) business days of receipt of TTC's Contract Administrator's written report. TTC, at its sole discretion, shall determine if payment will be made based upon the written explanation. If TTC's Contract Administrator does not receive a written explanation from Contractor within the fifteen (15) business day period, it shall be implied that Contractor is not disputing the charges



8.5 Payment to Contractor will be made in arrears on a monthly basis for Services performed, provided Contractor is not in default under any provision of the Contract. County shall pay all undisputed charges to Contractor within thirty (30) calendar days of receipt of monthly invoices .

8.6 When performance of Services does not conform to the requirements of the Contract, TTC will deduct the amounts prescribed in Attachment A, Technical Exhibit-Performance Requirements Summary of Exhibit A, Scope of Work, related to completeness, accuracy, and timeliness for that Service.

## **9.0 CONFIDENTIALITY**

9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

9.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F1.

9.3 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F2.

## **10.0 ASSIGNMENT AND DELEGATION**

10.1 The Contractor shall not assign its rights or delegate (or otherwise transfer) its duties under this Contract, or both, either in whole or in part, without the prior written consent of the TTC. Any unapproved assignment or delegation shall be null and void. Any payments by the TTC to any approved delegate or assignee on any claim under this Contract shall be deductible, at the TTC's sole discretion, against the claims, which the Contractor may have against the County.

10.2 If any assumption, assignment, delegation, 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 without the express prior written approval of the TTC, the TTC may, in his/her sole discretion, terminate this Contract.

## **11.0 CHANGE NOTICES AND AMENDMENTS**

11.1 For any changes that affect Contractor's service requirements, as set forth in Exhibit A, Scope of Work and/or changes in Exhibits B1, County's Administration and B2, Contractor's Administration, County shall prepare a Change Notice which shall be signed by Contractor and TTC's Contract Administrator.

11.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract

during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

- 11.3 The TTC or his/her designee may, at his/her sole discretion, authorize annual extensions as defined in Section 4.0, Term. 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. An Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.
- 11.4 For any change which affects the contract term or contract sum included in this Contract, a negotiated amendment shall be prepared therefor, executed by Contractor, and thereafter by the County's Board of Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Section 6.0, Contract Sum, not to exceed fifteen percent (15%) of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.

## **12.0 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.

## **13.0 COMPLAINTS**

- 13.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 13.2 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:
  - 13.2.1 Within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify TTC's Contract Administrator of the status of the investigation;
  - 13.2.2 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; and
  - 13.2.3 Copies of all written responses shall be sent to TTC's Contract Administrator within three (3) business days of mailing to the complainant.
- 13.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

13.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to TTC's Contract Administrator for approval before implementation.

#### **14.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Contract, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

#### **15.0 COMPLIANCE WITH APPLICABLE LAW**

15.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

15.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

#### **16.0 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.

#### **17.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

##### 17.1 Jury Service Program

This Contract is subject to the provisions of the County's Ordinance entitled Contractor Employee Jury Service, Exhibit E, as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

##### 17.2 Written Employee Jury Service Policy

17.2.1 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.

17.2.2 For purposes of this Section, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$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: 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 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 Contract and a copy of the Jury Service Program shall be attached to the Contract.

17.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Jury Service 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 the 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.

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

## **18.0 CONFLICT OF INTEREST**

18.1 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 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.

18.2 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 18.0 shall be a material breach of this Contract upon which County may immediately terminate or suspend services under this Contract.

## **19.0 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 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.

## **20.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

20.1 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.

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

## **21.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

### 21.1 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.

### 21.2 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 not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may

have with the County.

21.3 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.

21.4 Contractor Hearing Board

21.4.1 If there is evidence that the Contractor may be subject to debarment, the TTC 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.

21.4.2 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 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 TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

21.4.3 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.

21.4.5 Subcontractors of Contractor

These terms shall also apply to subcontractors/subconsultants of County Contractors.

**22.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

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

**23.0 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

23.1 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 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.

23.2 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 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**24.0 COUNTY’S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

**25.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

**26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

26.1 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.

- 26.2 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.

## **27.0 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 11.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **28.0 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.

## **29.0 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 agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **30.0 INDEPENDENT CONTRACTOR STATUS**

- 30.1 This Contract 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.
- 30.2 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 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.



- 30.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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.
- 30.4 The Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract.
- 30.5 Contractor shall provide County an executed Contractor Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (Exhibit F1) for each of its employees and an executed Contractor Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (Exhibit F2) for each of its non-employees performing work under this Contract. Such agreements shall be delivered to the Assistant Operations Chief, Treasurer and Tax Collector, Contracts Section, 500 West Temple Street, Room 464, Los Angeles, California 90012, on or immediately following the execution of this Contract by the County's Board of Supervisors, but in no event later than the date any such employee first performs work under this Contract.
- 30.6 As an independent contractor, Contractor has no power or authority to bind the County to any obligations or contracts.

### **31.0 INDEMNIFICATION**

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

### **32.0 GENERAL INSURANCE REQUIREMENTS**

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

- 32.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered, prior to commencing services under this Contract, to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 W. Temple Street, Room 464  
Los Angeles, CA 90012

Such certificates or other evidence shall:

- 32.1.1 Specifically identify this Contract;
- 32.1.2 Clearly evidence all coverage required in this Contract;
- 32.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 32.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 32.1.5 Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 32.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 32.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 32.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:
  - 32.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - 32.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
  - 32.4.3 Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the TTC Contract Administrator.
  - 32.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of

County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

32.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

32.6.1 The Contractor providing evidence of insurance covering the activities of subcontractors, or

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

### 32.7 INSURANCE COVERAGE REQUIREMENTS

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

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

32.7.2 Automobile Liability insurance, written on ISO policy form CA 00 01 or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

32.7.3 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, and for which the Contractor is responsible. If the Contractor'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 Contractor 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

32.7.4 Crime Coverage: Coverage for Employee Dishonesty with limits at a minimum amount of \$10,000 and covering all employees working pursuant to this Contract. Such insurance

shall cover against loss of money, securities, or other property and name the County as loss payee.

### **33.0 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 County.

### **34.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 34.1 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.
- 34.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 34.3 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.
- 34.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 34.5 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.
- 34.6 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 Section 34.0 when so requested by the County.
- 34.7 If the County finds that any provisions of this Section 34.0 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been

violated, in addition, a determination by the California Fair Employment Practices 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 Contract.

34.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 liquidated damages in lieu of terminating or suspending this Contract.

### **35.0 NONEXCLUSIVITY**

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

### **36.0 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) day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **37.0 NOTICE OF DISPUTES**

37.1 Contractor and County agree to act immediately to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 37.0. Time is of the essence in the resolution of disputes.

37.2 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 County, in its sole discretion, determines should be delayed as a result of such dispute.

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

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

- 37.5 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to the Contractor's Contract Manager and TTC Contract Administrator for the purpose of endeavoring to resolve such dispute.
- 37.6 In the event that the TTC Contract Administrator and the Contractor's Contract Manager are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the County's TTC and the Contractor (with a copy to TTC's Contract Administrator) for further consideration and discussion to attempt to resolve the dispute.
- 37.7 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 Contract and/or its rights and remedies as provided by law.
- 37.8 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 levels described in this Section 37.0, 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.
- 37.9 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Section 47.0, Termination for Convenience, Section 48.0, Termination for Default, Section 49.0, Termination for Improper Consideration, or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Section 41.0, Proprietary Rights, and Section 9.0, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

**38.0 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.

**39.0 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 B1, County's Administration and B2, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **40.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

#### **41.0 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from County personnel and all materials, drafts, data, estimates, reports and other information of any kind developed by Contractor under this Contract are confidential and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information. The provisions of this Section 41.0 shall survive the expiration or other termination of this Contract.

#### **42.0 PUBLIC RECORDS ACT**

42.1 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 Section 44.0, 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.

42.2 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 IFB marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

#### **43.0 PUBLICITY**

43.1 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 County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

43.1.2 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 County without the prior written consent of the TTC's Contract Administrator. The County shall not unreasonably withhold written consent.

- 43.1.3 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 43.0 shall apply.

#### **44.0 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. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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 Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material 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.

- 44.1 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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 44.0 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 44.3 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 County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.



#### 44.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

#### 45.0 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 with respect to performance of this Contract.

#### 46.0 SUBCONTRACTING

County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Contract, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Section 46.0. Any attempt by Contractor to subcontract any performance under this Contract without the prior written consent of County shall be null and void and shall be deemed a material breach of this Contract, upon which County may immediately terminate this Contract.

46.1 If Contractor desires to subcontract any portion of its performance under this Contract, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:

46.1.1 The reason(s) for the particular subcontract;

46.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;

46.1.3 A detailed description of the work to be performed by the proposed subcontractor;

46.1.4 A draft copy of the proposed subcontract.

46.1.5 Other pertinent information and/or certifications requested by County.

46.2 County will review Contractor's request to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

46.3 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers,

employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Contract.

- 46.4 Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Contract. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Contract. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Contract.
- 46.5 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor shall notify its subcontractors of the County's right prior to subcontractors commencing performance under this Contract. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Contract. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such rights.
- 46.6 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Contract.
- 46.7 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the TTC's Contract Administrator, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
- 46.7.1 A fully executed copy of each subcontract entered into by Contractor;
- 46.7.2 An executed Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract, Exhibit F2, for each subcontractor employee approved to perform work under this Contract; and
- 46.7.3 Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by the County.

46.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 46 or a blanket consent to any further subcontracting.

#### **47.0 TERMINATION FOR CONVENIENCE**

47.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by the County, 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.

47.2 Either party may terminate this Contract within thirty (30) calendar days prior written notice to the other party.

47.3 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

47.3.1 Stop work under this Contract, as identified in such notice;

47.3.2 Transfer title and deliver to County all completed work and work in process; and

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

47.4 All materials 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 Section 44.0, Record Retention and Inspection/Audit Settlement.

#### **48.0 TERMINATION FOR DEFAULT**

48.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of TTC's Contract Administrator:

48.1.1 Contractor has materially breached this Contract;

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

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

48.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-Section 48.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so

terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 48.0.

- 48.3 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-Section 48.2 if its failure to perform this Contract, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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-Section 48.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 48.4 If, after the County has given notice of termination under the provisions of this Section 48.0, it is determined by the County that the Contractor was not in default under the provisions of this Section 48.0, or that the default was excusable under the provisions of Sub-Section 48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 47.0, Termination for Convenience.
- 48.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-Section 48.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-Section 48.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract Sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the TTC, or designee, deducted from any amounts due to the Contractor by the County, under this Contract.
- 48.6 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 31.0, Indemnification.
- 48.7 The rights and remedies of the County provided in this Section 48.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**49.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 49.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 49.2 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 (213) 974-0914 or (800) 544-6861.
- 49.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**50.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of Section 47.0, Termination For Convenience, as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

**51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 23.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the Auditor Controller or Board of Supervisors may terminate this Contract pursuant to Section 48.0, Termination for Default.

**52.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit G, Familiarity with the County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's

Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may, in its sole discretion, immediately terminate or suspend this Contract.

**53.0 USE OF COUNTY SEAL AND TTC'S LOGO**

Contractor shall not use or display the official seal of County or TTC's logo on any of its letterheads or other communications with any business, or for any other reason.

**54.0 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.

**55.0 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 Section 55.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**56.0 WARRANTY AGAINST CONTINGENT FEES**

56.1 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.

56.2 For breach of this warranty, the County 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.

**57.0 INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

**58.0 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, 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 H, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**59.0 CONTRACTOR'S ACKNOWLEDGMENT 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.

**60.0 RESOLICITATION OF BIDS AND PROPOSALS**

60.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Contract. TTC shall make the determination to resolicit bids or request proposals in accordance with applicable County and TTC policies.

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

**61.0 SURVIVAL**

The provisions in the following Sections shall survive the expiration or termination of this Contract for any reason:

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

9.0 Confidentiality

15.0 Compliance with Applicable Law

26.0 Employment Eligibility Verification

28.0 Fair Labor Standards

29.0 Governing Law, Jurisdiction and Venue

31.0 Indemnification

32.0 General Insurance Requirements

41.0 Proprietary Rights

44.0 Record Retention and Inspection/Audit Settlement

47.0 Termination for Convenience

48.0 Termination for Default

49.0 Termination for Improper Consideration

**62.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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 Local Small Business Enterprise.

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 Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise 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 County any difference between the Contract Sum and what the County’s costs would have been if the contract had been properly awarded;
- 2) In addition to the amount described in subdivision 1 above, be assessed a penalty in an amount of not more than ten (10) percent of the Contract Sum; 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) and Paragraph 21 (Contractor’s Responsibility and Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County’s Office of Affirmative Action Compliance of this information.

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**CLEAN-UP AND TRASH REMOVAL SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be affixed and attested by the Executive Officer thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

**COUNTY OF LOS ANGELES**

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

**CONTRACTOR**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

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

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**1. SCOPE OF WORK**

- 1.1 Contractor will be required to provide indoor and outdoor Clean Up and Trash Removal Services at decedent and conservatee estate properties throughout Los Angeles County and possibly in neighboring counties. These services are requested for single-family structures, duplexes, triplexes, apartments, vacant land, and other property managed by the Public Administrator on an as needed basis. Three (3) contractors currently handle approximately 300 service calls each year. This number is an approximation and is not necessarily representative of a future workload. The size and complexity of the job and the condition of the job site varies. Many of these properties are residences that have been left in unsanitary and moderately to extremely cluttered conditions, e.g., animal remains, feces, larva in decaying matter, residual body fluids, personal effects of a decedent where cause of death may have been natural, due to illness or communicable disease, etc. The TTC defines trash as anything that is not salvageable and already determined by the TTC to have no value. Trash may include but not be limited to unusable furniture, e.g., chairs, tables, sofas, dressers, etc., and appliances, e.g., refrigerators, stoves, ovens, etc. Clean up may include but not be limited to disposing of all the trash, cutting tree branches and/or tree(s) removal, clearing brush, mowing the lawn, raking leaves, sweeping, etc.
- 1.2 Services are typically required on less than one day's prior notice. For example, TTC may call a Contractor on Monday for services to be rendered at 7:00 a.m. the following day. Emergency services may be required in which the response time is not to exceed two (2) hours from the initial notification from TTC. The Contractor must have a responsible person available by telephone during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Use of a pager is acceptable provided Contractor is able to return telephone calls to TTC within 30 minutes of being paged.
- 1.3 When TTC requests Clean-Up and Trash Removal Services from the Contractor for a specific estate, information regarding the size and complexity of the property will be provided in order for the Contractor to determine appropriate crew, supply, and vehicle requirements. Some service requests will require the Contractor to supply one or more dumpsters for trash removal. Contractor will be responsible for obtaining the appropriate dumpster permits, if required. TTC will also specify the required size and number of dumpsters necessary for the job.
- 1.3.1 In the event TTC requires concurrent or nearly concurrent drayage and clean up and trash removal services to be performed at the same job site, TTC and Contractor shall coordinate performance of services under this Contract to ensure operations are monitored and security of estate assets are maintained.
- 1.3.2 If the Clean Up and Trash Removal Services Contractor and the Drayage Services Contractor are represented by the same firm or if independent firms should jointly request that the drayage and clean up and trash removal services be performed concurrently or nearly concurrent, prior written approval at least 24 hours in advance from the TTC Contract Administrator is required before clean up and trash removal work shall begin.

- 1.3.3 The TTC Contract Administrator shall monitor the assignment of clean up and trash removal service jobs to ensure compliance with Sub-Sections 1.3.1 and 1.3.2 of this Exhibit A, Scope of Work.
- 1.4 Contractor shall be responsible for providing all necessary supplies. Minimum work supplies will include gloves, protective breathing masks, boots, disinfectants, shovels, brooms, trash bags, and insect repellent. Work equipment should include, at a minimum, trucks, gasoline engine powered hedge trimmer, heavy-duty lawn mower, heavy rope, power chain saws, tarps, and tie-downs. In the event any specialty equipment needs to be rented for use on a particular worksite, Contractor will not be reimbursed for the associated costs unless previously approved in writing by the TTC Contract Administrator or other designated authorized TTC personnel.
- 1.5 All trash, yard clippings, etc. removed from the premises must be discarded at an established dump or trash disposal site. Salvage and recycling activities by the Contractor are prohibited. All abandoned property or trash must be discarded by the Contractor and its employees as directed by the TTC representative in charge. Under no circumstances, regardless of value, is it allowable to salvage any items for personal or other use by Contractor or its employees. If any articles of value or of a salvageable nature are found in the abandoned property or trash, they shall immediately be turned over to TTC.
- 1.6 Contractor shall notify TTC upon discovery of all materials considered to be hazardous (i.e., paint, oil, aerosol cans, combustible liquids, etc.). TTC employees will be responsible for the discard and disposal of such materials in compliance with all applicable regulatory codes.
- 1.7 Contractor shall have all City, County and State permits and licenses required for their equipment and operations. Services shall be provided in strict accordance with all applicable laws and regulations and with requirements of all public agency jurisdictions.
- 1.8 In the event TTC has a large and/or complex job, all Contractors may be invited to a job site at a given date and time to participate in a competitive bid with other Contractors to provide a fixed, all-inclusive price. All fixed price bids must be submitted to the TTC within one business day after inspection of the job site. TTC management will review the fixed price bid and make a determination within five (5) business days, notifying the firm selected. TTC must approve in writing any subsequent changes to the original job order/fixed price bid.
- 1.9 Contractor shall be liable for any injury to persons or damage to estate, County or private property incurred at a job site in the course of performing the services under this Contract. Damage to buildings, appurtenances and furnishings must be avoided. The Contractor will be liable for the cost of repairs for any such damages and expenses associated with any injury. In the event damage or injury occurs during the course of a job, Contractor will complete and submit the Public Administrator Field Incident Report, Attachment C of this Exhibit A, Scope of Work, to document the incident and will submit it to the TTC Contract Administrator within one (1) business day of the incident. The Contractor shall cooperate with TTC to

ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for repairs.

- 1.10 Contractor crews are expected to arrive at the job site on time as requested by the TTC Contract Administrator, with all equipment and materials necessary to start the job. Any Contractor delays more than 30 minutes should be promptly reported by telephone to the TTC Contract Administrator or other designated authorized TTC personnel. Contractor will be paid at an hourly rate inclusive of all costs of materials and equipment necessary to perform operations listed herein.
- 1.11 Contractor charges begin at the time of arrival at the work site and when the crew begins work. Contractor charges shall be inclusive of hours worked, excluding lunch breaks until work terminates for the day. Penalties will be assessed for fraudulent work hours claimed in accordance with Attachment A, Technical Exhibit-Performance Requirements Summary, of this Exhibit A, Scope of Work. NOTE: Overtime rates will not be paid unless specifically ordered and authorized in writing in advance by the TTC Contract Administrator or other designated authorized TTC personnel.
- 1.12 TTC will have the sole authority in determining the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to Contractor and may be cause for cancellation of this Contract or resulting in a payment deduction as set forth in Section 3, Technical Exhibit – Performance Requirements Summary of this Exhibit A, Scope of Work.

## **2. GENERAL REQUIREMENTS**

### **2.1 TTC PERSONNEL**

- 2.1.1 The TTC shall assign a Contract Administrator to provide overall management and coordination of the contract and act as liaison for the TTC. The TTC Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the contract. TTC shall inform Contractor in writing of the name, address, and telephone number of the individual designated to act as Contract Administrator, at the time the contract is executed and as changes occur as set forth in Exhibit B1, County's Administration, of this Contract.

### **2.2 CONTRACTOR'S CONTRACT MANAGER**

- 2.2.1 The Contractor is required to provide a Contract Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the contract. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Contract Manager, Alternate Contract Manager and Authorized Official(s), at the time the contract is executed and as changes occur as set forth in Exhibit B2, Contractor's Administration, of this Contract.

2.2.2 The Contract Manager and alternate(s) must be able to read, write, speak, and understand English. The Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The Contract Manager shall be available during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the contract. When the Contract Manager cannot be present, the alternate Contract Manager shall be designated to act on behalf of the Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by the Contractor.

### 2.3 **CONTRACTOR PERSONNEL**

2.3.1 Contractor shall provide to TTC's Contract Administrator, prior to the start of this Contract a pool/list of employees that will be performing work under this Contract, that to TTC's satisfaction have passed the background and security investigation in accordance with Section 2.5, Background and Security Investigations, of this Exhibit A, Scope of Work. Only those Contractor employees having passed the background investigation process shall be permitted to work under this Contract. This pre-approved list/pool of employees will be utilized by the TTC Contract Administrator to monitor job assignments and monitor contractor employees at the job site.

2.3.2 As Contractor's pre-approved list/pool of employees assigned to this Contract changes, Contractor shall within five business days: 1) notify the TTC Contract Administrator of the staffing change, and 2) initiate the background investigation check process for the new employee(s). New Contractor employees shall not be permitted to work under this Contract until: 1) they have successfully been cleared following the background investigation check, 2) the TTC Contracts Section has been notified of the employees background investigation check clearance, and 3) the TTC Contracts Section has been provided with a copy of such employee's background investigation check clearance.

2.3.3 Each crew must have a responsible lead person who speaks and reads English fluently, to supervise staff, receive and understand verbal and/or written instructions from the TTC Contract Administrator, and must have the ability to deliver those instructions accurately to the crew members.

2.3.4 Contractor's staff must wear matching t-shirts, shirts, overalls or jackets, with Contractor's logo and name clearly visible, in order to be easily identified by the public and by TTC.

2.3.5 Contractor's staff must also meet the following requirements:

- Be able to perform indoor and outdoor clean-up of residences, including trash pick-up and disposal, lawn mowing, etc. as requested.
- Be available to meet designated representative of the TTC as scheduled at a job site with all supplies and equipment necessary to begin the job.

- Have the physical capability to remove trash and non-salvageable property discarded by the TTC representative from premises.
- Have the physical capability to mow lawns, cut tall weeds, bushes and trees, etc., as directed and designated by the TTC representative, and to leave premises in safe condition.

2.3.6 Contractor's drivers must possess, and maintain at all times, valid California Driver's Licenses and be appropriately insured during the term of the Contract.

2.3.7 All personnel providing services in conjunction with the contract will be required to sign a Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract as set forth in Exhibit F1 and Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract as set forth in Exhibit F2, of this Contract. During the term of the contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contracts Section.

2.3.8 Contractor employees are prohibited from taking or removing **any** items from the job site for personal use or gain, resale or recycling, or giving to someone else. Contractor employees are not to use any personal equipment or telephones at estate properties.

## 2.4 **CONTRACTOR EMPLOYEE ACCEPTABILITY**

2.4.1 The Contractor shall be responsible for immediately removing and replacing within one (1) business day any employee working on this contract when requested to do so by the TTC Contract Administrator.

2.4.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Contractor assigned to the County's contract who, in the opinion of the TTC is unsatisfactory, shall immediately be removed from servicing the contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the Subcontracting provisions in Section 46, of this Contract are met.

## 2.5 **BACKGROUND AND SECURITY INVESTIGATIONS**

2.5.1 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor

convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 2.5.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 2.5.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.
- 2.5.4 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricular Consular or Company Identification.
- 2.5.5 Disqualification, if any, of Contractor employees, pursuant to this Section 2.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 2.5.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Section 2.5 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Sub-Section 2.3.2 of this Exhibit A, Scope of Work.

## 2.6 **INVOICING AND REIMBURSEMENT**

- 2.6.1 Contractor will be reimbursed for any dumpster rentals and/or dump fees based on actual fees paid and must provide **original** dumpster and dump fee receipts and/or city refuse bin permit receipts with the invoice.
- 2.6.2 TTC will not reimburse Contractor for the rental of any specialty equipment (e.g. chain saws, protective eye wear, etc.) unless previously approved in writing by the TTC Contract Administrator or other designated authorized TTC personnel.
- 2.6.3 Invoices must include the following information:
- Reference to the TTC job request number.
  - Estate number, estate name, address, date, time, actual number of hours worked by employee, excluding lunch breaks, and services performed. Charges will not be allowed for time spent applying for dumpster permits. If the job requires more than one day, charges must be itemized on the invoice by date.

- Original dumpster rental, permit, and dump fee receipts, as applicable. If a dump fee charge is attributable to more than one clean-up job, list the TTC job numbers on the receipt AND divide the charge accordingly to reflect the corresponding share of the cost on each applicable invoice referencing the dump fee receipt number.

2.6.4 Invoices for fixed bid jobs must be accompanied by a copy of the approved bid.

## 2.7 **QUALITY CONTROL- CONTRACTOR**

2.7.1 The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. A copy must be provided to the TTC Contract Administrator on the contract start date and as changes occur. The plan shall include, but not be limited to, the following:

- An inspection system covering the services listed on the Technical Exhibit-Performance Requirements Summary, Attachment A, of this Exhibit A, Scope of Work. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations, e.g., vehicle failure, staff shortage, etc.

2.7.2 Contractor shall maintain a file of all inspections conducted by the County and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the contract.

## 2.8 **QUALITY MONITORING BY COUNTY**

2.8.1 The TTC will evaluate the Contractor's performance under this contract using the quality assurance procedures specified in the Technical Exhibit-Performance Requirements Summary, Attachment A of this Exhibit A, Scope of Work, or other such procedures as may be necessary to ascertain Contractor compliance with this contract. The TTC will appropriately document any contract compliance deficiencies and communicate them in writing to Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. The Contractor's Contract Manager and the TTC Contract Administrator shall meet as often as necessary, as determined by TTC, to discuss the Contractor's performance. A mutual effort will be made to resolve all problems and deficiencies identified during the term of the contract.



## 2.9 USE OF COUNTY SEAL AND TTC'S LOGO

2.9.1 The Contractor shall not use or display the official seal of the County or TTC's logo on any of its letterhead or other communications, or for any other reason.

## 2.10 HOLIDAYS

The following are the usual County observed holidays.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

## 2.11 GOVERNMENT OBSERVATIONS

County and/or personnel from other governmental jurisdictions, other than TTC's Contract Administrator, may from time to time observe contract operations. However, these personnel will not unreasonably interfere with Contractor's performance.

## 2.12 DEFINITIONS

2.12.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from a standard before the TTC will make a finding that the Contractor is not in compliance with a specific contract provision.

2.12.2 **Performance Requirements Summary (PRS):** Identifies the key performance indicators of the contract that will be evaluated by the County to assure the Contractor (see Attachment A, Technical Exhibit-PRS) meets contract performance standards.

2.12.3 **Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Scope of Work.

2.12.4 **Clean Up and Trash Removal Exception Report:** Document used by TTC to document discrepancies or problems with Contractor's performance; to record explanations of unsatisfactory performance. Sample form as set forth in Attachment B to this Scope of Work.

**3. TECHNICAL EXHIBIT – PERFORMANCE REQUIREMENTS SUMMARY**

3.1 The purpose of the following Attachment A is to:

- List the required services which will be monitored by the TTC during the term of this contract (Column 1);
- Identify the performance standards for satisfactory performance (Column 2);
- Indicate the maximum allowable degree of deviation from a standard for each requirement (acceptable quality level, AQL) that shall be allowed by the TTC before contract performance is considered unsatisfactory (Column 3);
- Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting the contract requirements (Column 4);
- Indicate the monetary deduction for exceeding the maximum deviation for the standard (Column 5).

**3.2 COUNTY QUALITY MONITORING**

3.2.1 On an ongoing basis, Contractor performance will be compared to the contract standards and the acceptable quality levels (AQLs) as set forth in the Technical Exhibit-Performance Requirements Summary, Attachment A, of this Exhibit A, Scope of Work. The TTC may use a variety of inspection methods to evaluate Contractor's performance. These methods may include, but are not limited to:

- User complaints
- 100% inspection of completeness and quality of work on a periodic basis
- Observation of Contractor operations
- Adherence to County policies, procedures, rules and regulations

**3.3 CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE**

Performance of a listed service is considered satisfactory when the number of discrepancies found by the TTC through contract monitoring does not exceed the AQL standards. When performance is unsatisfactory, the TTC will prepare a letter listing the discrepancies found, and will be sent to the Contractor. The Contractor shall be required to respond to the reported discrepancies within five (5) business days of receipt of the TTC letter of notification explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Contract Administrator will, at his/her sole discretion, evaluate the Contractor's explanation and determine whether full payment, partial payment, or the contract termination process is applicable.

**TECHNICAL EXHIBIT - PERFORMANCE REQUIREMENTS SUMMARY**

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Personnel do not salvage or recycle items from job site, do not use estate equipment/supplies, or telephones (Exhibit A, Section 1.5 & 2.3.8)	Personnel adhere to County requirements	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence and removal of affected employee from Contract
Contractor personnel arrive on job site on time and with appropriate supplies, equipment & vehicles (Exhibit A, Section, 1.10)	Arrival at job site at designated start time	30 minutes late	On site inspection & observation	\$75 for each 30 minute delay due to late arrival and/or lack of appropriate equipment or vehicles
Contractor charges begin when the crew begins work and when works terminates for the day, excluding lunch breaks (Exhibit A, Section 1.11)	Penalties assessed for fraudulent work hours claimed	0%	On site inspection & observation; review of invoices	\$500 per occurrence and subject to Contract termination
Contractor provides qualified personnel at job site (Exhibit A, Section 2.3)	Personnel meet County requirements	0%	On site inspection & observation	\$75 for each 30 minutes delay due to incompetent or unqualified staff

ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Contractor to provide and maintain a pool of acceptable employees prior to Contract start and as staff changes (Exhibit A, Section 2.3.1 & 2.3.2)	Personnel meet County requirements	0%	Review of submitted list and review of required updates	\$100 per day for each day late
Contractor's staff must wear uniforms with Contractor's logo and name clearly visible (Exhibit A, Section 2.3.4)	Personnel meet County requirement	0%	On site inspection & observation	\$50 per day per employee
Unacceptable Contractor personnel replaced (Exhibit A, Section 2.4)	Replace within one (1) business day	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence of non-replacement/removal
Quality Control Plan (Exhibit A, Section 2.7)	Provided on or before Contract start date	0%	Receipt of Plan by Contract start date  Review of all inspections conducted by County	\$100 per day for failure to comply w/corrective action plan \$100 per day late

ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Contract Manager (Contract, Section 3.2)	Notify TTC of changes, with resume, within 5 business days	0%	Review of reports and files	\$50 per day when documentation not provided
Background check on all personnel performing services under Contract (Exhibit A, Section 2.5)	Documentation of background check provided	0%	Receipt and review of documentation	\$500 per day per occurrence per employee when documentation not provided and kept current
Complaints (Contract, Section 13)	Policy provided within 15 days of Contract start date, Handle complaints as required	0%	Receipt of policy, Complaints, review of logs	\$100 per day late
Confidentiality (Contract, Section 9)	Employee Acknowledgement and Confidentiality (Part D, Sample Contract, Exhibit F1) Agreement signed and provided within 5 business days	0%	Review of reports; complaints	\$100 per day per employee when form not received and signed \$1000 per unauthorized release of information

ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Insurance Coverage (Contract, Section 32)	Insurance coverage maintained as required	0%	Receipt and review of Insurance and documentation	\$100 per day; Contract termination at TTC's option
Submit financial statements (Contract, Section 44.4)	Provide required statements according to schedule	1 business day late	Review of reports	\$50 per day that report is late

**ATTACHMENT B**  
**Page 1 of 2**

**CLEAN UP AND TRASH REMOVAL EXCEPTION REPORT**

Estate Name: \_\_\_\_\_

Estate Account No.: \_\_\_\_\_

Address: \_\_\_\_\_

Estate Deputy Assigned to Case: \_\_\_\_\_

Deputy Assigned to this Clean Up and Trash Removal Case: \_\_\_\_\_

**Contractor's Information**

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor Arrival Time: \_\_\_\_\_

**Contractor's Employee(s) Names**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Contractor on Time? Yes \_\_\_ No \_\_\_

Contractor has proper equipment? Yes \_\_\_ No \_\_\_

Vendor's staff properly prepared to begin job on time? Yes \_\_\_ No \_\_\_

Any other Exceptions: \_\_\_\_\_

Clean Up and Trash Removal Requested Date: \_\_\_\_\_

Clean Up and Trash Removal Completed Date: \_\_\_\_\_ Time: \_\_\_\_\_

**CLEAN UP AND TRASH REMOVAL EXCEPTION REPORT**

**Comments/Observations**

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Clean Up Deputy:	_____	_____
	Signature	Date

Estate Deputy:	_____	_____
	Signature	Date

Contractor:	_____	_____
	Signature	Date

Asst. Oper. Chf.	_____	_____
	Signature	Date



**ATTACHMENT C**

County of Los Angeles Treasurer and Tax Collector  
**PUBLIC ADMINISTRATOR FIELD INCIDENT REPORT**

In the event of damage to buildings, appurtenances, or furnishings, or injury to persons during the performance of services while under contract to the Treasurer Tax Collector (TTC) Public Administrator, the Contractor's Contract Manager shall immediately telephone the TTC Contract Administrator, Douglas Kennedy, at (213) 974-0419, to report the incident. Subsequently, this report shall be completed by Contractor's Contract Manager to describe and document the incident of damage or injury. The completed report shall be delivered to the TTC Contract Administrator via fax within one (1) business day of the incident to fax number (213) 617-7580.

Date Of Incident: \_\_\_\_\_ Time: \_\_\_\_\_

Estate Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TTC Job Request Number: \_\_\_\_\_ Estate Number: \_\_\_\_\_

**Description Of Incident:** (attach additional pages as necessary)

Specific damage/injury: \_\_\_\_\_  
 \_\_\_\_\_

How occurred: \_\_\_\_\_  
 \_\_\_\_\_

Name of employee(s) involved: \_\_\_\_\_  
 \_\_\_\_\_

Agencies Notified (local law enforcement or emergency services): \_\_\_\_\_  
 \_\_\_\_\_

Report Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**TTC Internal Use Only**

Report Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

*Pursuant to Exhibit A, Scope of Work of the Clean Up and Trash Removal Services Contract, Section 1.9, the Contractor will be liable for the cost of repairs for such damages.*

**COUNTY'S ADMINISTRATION**

1. Any notice served upon County shall be addressed as follows or such other place as may hereinafter be designated in writing to Contractor by TTC:

Name: Mark J. Saladino  
Title: Treasurer and Tax Collector  
Address: County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 437  
Los Angeles, CA 90012  
Facsimile: (213) 626-1812

2. TTC's Contract Administrator:

A copy of any notice shall be addressed and mailed to TTC's Contract Administrator as follows or such other place as may hereinafter be designated in writing to Contractor by TTC:

Name: Douglas Kennedy  
Title: Assistant Operations Chief  
Address: Treasurer and Tax Collector  
Public Administrator Operations  
320 West Temple Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012

Telephone: (213) 974-0419  
Facsimile: (213) 617-7580  
[Email: dkennedy@co.la.ca.us](mailto:dkennedy@co.la.ca.us)

3. A copy of any notice shall be addressed and mailed to:

Address: County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, CA 90012

Telephone: (213) 974-7360

Facsimile: (213) 687-4857

Email: [ttccontr@co.la.ca.us](mailto:ttccontr@co.la.ca.us)

**CONTRACTOR'S ADMINISTRATION**

CREST LABOR, INCORPORATED DBA CREST MOVING COMPANY

1. Any notice served upon Contractor shall be addressed as follows or such other place as may hereinafter be designated in writing to TTC by Contractor:

Name: Crest Labor Incorporated, DBA Crest Moving Company  
Address: 120 E. 5<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 626-7671  
Facsimile: (213) 626-1295  
E-Mail Address:

2. CONTRACTOR'S CONTRACT MANAGER:

Name: Ralph Mondragon  
Address: 120 E. 5<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 626-7671  
Facsimile: (213) 626-1295  
E-Mail Address:

3. CONTRACTOR'S ALTERNATE CONTRACT MANAGER

Name: Kenneth Ammon  
Address: 120 E. 5<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 626-7671  
Facsimile: (213) 626-1295  
E-Mail Address:

4. CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: William Carlton  
Address: 1120 E. 5<sup>th</sup> Street  
Los Angeles, CA 90013  
Telephone: (213) 626-7671  
Facsimile: (213) 626-1295  
E-Mail Address:

Name: Ralph Mondragon  
Address: 120 E. 5<sup>th</sup> Street  
Los Angeles, CA 90012  
Telephone: (213) 626-7671  
Facsimile: (213) 626-1295  
E-Mail Address:

**EXHIBIT C – PRICING SCHEDULE**

**CREST LABOR INCORPORATED, DBA CREST MOVING COMPANY**

**CLEAN UP AND TRASH REMOVAL SERVICES**

**PRICING**

<b>ITEM</b>	<b>PRICE</b>
<b>LABOR:</b>	
1 man and 1 truck	\$34.75/hour
2 men and 1 truck	\$49.50/hour
additional man	\$14.75/hour

Other Equipment: Pre-approved in writing by TTC Contract Administrator

Dumster Rental: Actual Cost

If vendor owns a dumpster or dumpster rental company, TTC expects the most favored customer price.

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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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 antidiscrimination 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.
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

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Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, fulltime 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.

**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 Contract 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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

Page 2 of 3

4. 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 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-Contract 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 the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a fulltime schedule as less than 40 hours per week.

**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.

**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.

**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.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Page 3 of 3

- 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.

**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.

**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 Contracts. This chapter shall be superseded by a collective bargaining Contract 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.

**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.



**CLEAN UP AND TRASH REMOVAL SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT CONTRACT**

*(Any reference to Copyright Assignment would apply to Information Technology Contracts only)*

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

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY CONTRACT:**

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

Initials of Signer \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

County Contract No. \_\_\_\_\_

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

I agree to keep confidential all health, 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 or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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

**COPYRIGHT ASSIGNMENT CONTRACT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Contract, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_/\_\_\_/\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CLEAN UP AND TRASH REMOVAL SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT CONTRACT**

*(any reference to Copyright Assignment would apply to Information Technology Contract only)*

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

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY CONTRACT:**

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

Initials of Signer \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

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

I agree to keep confidential all health, 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 or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

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

COPYRIGHT ASSIGNMENT CONTRACT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this Contract, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_ DATE \_\_\_ / \_\_\_ / \_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

***FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE  
CERTIFICATION***

The Contractor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Contractor also certifies that all persons acting on behalf of the Contractor organization have and will comply with it during the bid process.

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Authorized Official's Signature

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Date

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Authorized Official's Printed Name and Title

**SAFELY SURRENDERED BABY LAW**  
Fact Sheets – English and Spanish Versions  
Poster – English and Spanish Versions

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns 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?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## **Does the parent have to call before bringing in the baby?**

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

## **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*



# No shame.

# No blame.

# No names.

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

# Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(*Health and Human Services Agency*)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(*Department of Social Services*)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR  
AND**

**SNOR INCORPORATED**

**FOR THE PROVISION OF  
CLEAN-UP AND TRASH REMOVAL SERVICES**

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**CONTRACT FOR THE PROVISION OF  
CLEAN UP AND TRASH REMOVAL SERVICES**

**THIS CONTRACT** , made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004

**BY AND BETWEEN**

COUNTY OF LOS ANGELES, a corporate and politic, hereinafter referred to as "County", by and through the Treasurer and Tax Collector hereinafter referred to as TTC;

**AND**

Si-Nor, Incorporated, hereinafter referred to as "Contractor", for the provision of Clean and Trash Removal Services, hereinafter referred to as "Services".

**RECITALS**

**WHEREAS**, the California State Probate Code requires the Public Administrator to administer decedent estates and the TTC serves as the Public Administrator for the County of Los Angeles, and under agreement with the County Public Guardian, also provides services to conservatee estates. During the course of estate administration and in accordance with the California Probate Code, TTC may provide clean up and trash removal services to estates under its administration; and

**WHEREAS**, TTC is responsible for estate administration and desires to engage Contractor to provide clean up and trash removal services; and

**WHEREAS**, Contractor has submitted a bid to the TTC for provision of Clean Up and Trash Removal Services and based upon competitive sealed bidding, Contractor has been selected for recommendation for award of such Contract; and

**WHEREAS**, this Contract is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

**WHEREAS**, the Board of Supervisors has authorized the TTC to administer this Contract; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

1.1 Exhibits A, B1, B2, C, D, E, F1, F2, G, and H are attached to, incorporated herein by reference, 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 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:

- 1.1.1 EXHIBIT A - Scope of Work
- 1.1.2 EXHIBIT B1 - County's Administration

- 1.1.3 EXHIBIT B2 - Contractor's Administration
- 1.1.4 EXHIBIT C - Pricing Schedule
- 1.1.5 EXHIBIT D - Contractor's EEO Certification
- 1.1.6 EXHIBIT E - Contractor Employee Jury Service Ordinance
- 1.1.7 EXHIBIT F1 - Contractor Employee Acknowledgement, Confidentiality, And Copyright Assignment Contract
- 1.1.8 EXHIBIT F2 - Contractor Non-Employee Acknowledgement, Confidentiality, And Copyright Assignment Contract
- 1.1.9 EXHIBIT G - Familiarity With The County Lobbyist Ordinance Certification
- 1.1.10 EXHIBIT H - Safely Surrendered Baby Law

1.2 This Contract and the Exhibits hereto constitute 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 Section 11.0, Change Notices and 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:** As used herein, the term "Board of Supervisors/Board" shall mean the County's Board of Supervisors, which is the governing body of the County of Los Angeles.
- 2.2 **Business Days:** As used herein, the term "Business Days" shall mean Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 **Business Hours:** As used herein, the term "Business Hours" shall mean 8:00 a.m. through 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 **Contract Sum:** As used herein, the term "Contract Sum" shall have the meaning set forth in Section 6.0, Contract Sum.
- 2.5 **Contractor's Authorized Official/Officials:** As used herein, the term "Contractor's Authorized Official/Officials" shall mean the individual or individuals designated to execute documents under this Contract on behalf of Contractor, as specified in Exhibit B2, Contractor's Administration, Section 4, Contractor's Authorized Official(s).
- 2.6 **Contractor's Contract Manager:** As used herein, the term "Contractor's Contract Manager" shall have the meaning set forth in Section 3.2.1, Contractor's Contract Manager.
- 2.7 **County:** As used herein, the term "County" shall mean the County of Los Angeles, California.

- 2.8 **County's Contract Administrator:** As used herein, the term "County's Contract Administrator" shall have the meaning set forth in Section 3.1.1, County's Contract Administrator.
- 2.9 **Day(s):** As used herein, the term "Day(s) or day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.10 **Effective Date:** As used herein, the term "Effective Date" shall mean the date of commencement of this Contract as approved by the County's Board of Supervisors, and set forth in Section 4.0, Term.
- 2.11 **Fiscal Year:** As used herein the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Performance Requirements Summary:** Shall have the meaning set Forth in Exhibit A, Scope of Work, Section 3.0, Technical Exhibit-Performance Requirements Summary.
- 2.13 **Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. County's Treasurer and Tax Collector serves as Public Administrator of Los Angeles County.
- 2.14 **Public Guardian:** As used herein, the term "Public Guardian" shall mean the Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of the Public Guardian is to protect and care for the person and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.
- 2.15 **Services:** As used herein, the term "Services" shall mean the work provided by Contractor pursuant to this Contract as identified in Exhibit A, Scope of Work, with all the attachments thereto.
- 2.16 **State:** As used herein, the term "State" shall mean the State of California.

### **3.0 ADMINISTRATION OF AGREEMENT**

#### **3.1 PROJECT RESPONSIBILITY – COUNTY**

##### **3.1.1 County's Contract Administrator**

3.1.1.1 County's Contract Administrator for this Contract shall be the person specified in Exhibit B1, Section 2, County's Contract Administrator or his/her designee (hereinafter referred to as TTC's Contract Administrator).

3.1.1.2 TTC's Contract Administrator is an employee of TTC and shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with all Contract terms and conditions.



- 3.1.1.3 County shall notify Contractor in writing of any changes in County personnel.
- 3.1.1.4 TTC's Contract Administrator, or his/her designee, shall interface with the Contractor's Contract Manager, as specified in Section 3.2.1, Contractor's Contract Manager and is authorized to make changes in the terms and conditions of this Contract, only in accordance with Section 11.0, Change Notices and Amendments, herein, and as approved by TTC's Contracts Section.
- 3.1.1.5 TTC's Contract Administrator shall provide overall direction to Contractor in the areas relating to policy, program information, and procedural requirements.

## **3.2 PROJECT RESPONSIBILITY – CONTRACTOR**

### **3.2.1 Contractor's Contract Manager**

- 3.2.1.1 Contractor's Contract Manager for this Contract shall be the person specified in Exhibit B2, Section 2, Contractor's Contract Manager or his/her designated alternate as specified in Exhibit B2, Section 3, Contractor's Alternate Contract Manager (hereinafter referred to as Contractor's Contract Manager), who shall be a full-time employee of the Contractor.
- 3.2.1.2 Contractor shall notify County in writing of any change in the name and address of the Contractor's Contract Manager and of the name and address of any Alternate Contract Manager or designee within five (5) business days of choosing same. County shall have the sole right to approve the assignment or replacement of any Contract Manager or Alternate Contract Manager.
- 3.2.1.3 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities related to this Contract.
- 3.2.1.4 Contractor's Contract Manager shall be available during normal business hours, Monday through Friday from 8:00 a.m. until 5:00 p.m. for telephone contact and to meet with TTC's Contract Administrator regarding the operation of this Contract.

## **4.0 TERM**

- 4.1 The term of this Contract shall be for a period of one (1) year, if not sooner terminated as provided herein, commencing May 1, 2004, upon approval thereof by County's Board of Supervisors.
- 4.2 The County shall have the option to extend the Contract term for up to four (4) additional one-year periods, for a maximum total Contract term of five (5) years. TTC shall provide Contractor with a written notice of such renewal sixty (60) calendar days prior to the expiration of the term of this Contract. Each such option year shall be exercised individually by the TTC or designee through the Change Notices and Amendments process outlined in Section 11.0.
- 4.3 Contractor shall notify TTC when this Contract 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 TTC at the address herein provided in Exhibit B1, County's Administration.

4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by TTC without liability for damages whenever County is prevented by operation of laws, Acts of God, or by the official action of local, state, or federal authorities from complying with the provisions of this Contract.

## **5.0 DESCRIPTION OF SERVICES**

5.1 Contractor shall provide Clean Up and Trash Removal Services (herein after referred to as Services) as set forth in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference, in the manner and form as described in the body of this Contract, and as may be amended from time to time in accordance with Section 11.0, Change Notices and Amendments.

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

## **6.0 CONTRACT SUM**

6.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services as set forth in Exhibit A, Scope of Work in accordance with Exhibit C, Pricing Schedule, and shall not exceed \$100,000 for the first year of this Contract.

6.2 Contractor shall be compensated for Services provided under this Contract in accordance with payment provisions set forth in Section 8, Invoices and Payments. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit B1, County's Administration.

6.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **7.0 LIQUIDATED DAMAGES**

- 7.1 If, in the judgment of TTC, Contractor breaches the provisions of Section 3.2, County Quality Monitoring, of Exhibit A, Scope of Work causing damages to County, because it will be difficult if not impossible to prove the amount of such damages, County will have a claim for the sum specified in such Attachment A, Technical Exhibit-Performance Requirements Summary to be paid by Contractor in accordance with this Section 7, Liquidated Damages. The TTC, or designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance assessed penalties. Contractor shall remit payment of the assessment within five (5) business days of receipt of such notice, or at TTC's option, a deduction will be assessed as set forth in the Technical Exhibit-Performance Requirements Summary, against any amounts due the Contractor under this Contract. TTC's determination of damages is final.
- 7.2 This Section 7 shall not in any manner restrict or limit County's right to damages for any breach of this Contract other than those specified in Attachment A, Technical Exhibit – Performance Requirements Summary of Exhibit A, Scope of Work, and shall not in any manner restrict or limit County's right to terminate the Contract or agreed to herein.

## **8.0 INVOICES AND PAYMENTS**

- 8.1 Contractor shall bill County monthly in arrears for Services performed the previous calendar month. Such Services shall be priced in accordance with Exhibit C, Pricing Schedule.
- 8.2 Contractor shall prepare a monthly invoice for all Services performed during the preceding calendar month in accordance with Exhibit A, Scope of Work, Section 2.6, Invoicing and Reimbursement. An original and one copy of the invoice shall be submitted on or before the tenth (10<sup>th</sup>) calendar day of each month.
- 8.3 Invoices and supportive documentation shall be sent to:
- Treasurer and Tax Collector  
Fiscal Services Division, Accounts Payable  
Room 464, Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012
- 8.4 TTC's Contract Administrator will review all invoices in accordance with Exhibit A, Scope of Work, Section 2.6, Invoicing and Reimbursement and report in writing any discrepancies to Contractor within fifteen (15) business days of receipt of such invoice. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within fifteen (15) business days of receipt of TTC's Contract Administrator's written report. TTC, at its sole discretion, shall determine if payment will be made based upon the written explanation. If TTC's Contract Administrator does not receive a written explanation from Contractor within the fifteen (15) business day period, it shall be implied that Contractor is not disputing the charges

8.5 Payment to Contractor will be made in arrears on a monthly basis for Services performed, provided Contractor is not in default under any provision of the Contract. County shall pay all undisputed charges to Contractor within thirty (30) calendar days of receipt of monthly invoices.

8.6 When performance of Services does not conform to the requirements of the Contract, TTC will deduct the amounts prescribed in Attachment A, Technical Exhibit-Performance Requirements Summary of Exhibit A, Scope of Work, related to completeness, accuracy, and timeliness for that Service.

## **9.0 CONFIDENTIALITY**

9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

9.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F1.

9.3 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Contract," Exhibit F2.

## **10.0 ASSIGNMENT AND DELEGATION**

10.1 The Contractor shall not assign its rights or delegate (or otherwise transfer) its duties under this Contract, or both, either in whole or in part, without the prior written consent of the TTC. Any unapproved assignment or delegation shall be null and void. Any payments by the TTC to any approved delegate or assignee on any claim under this Contract shall be deductible, at the TTC's sole discretion, against the claims, which the Contractor may have against the County.

10.2 If any assumption, assignment, delegation, 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 without the express prior written approval of the TTC, the TTC may, in his/her sole discretion, terminate this Contract.

## **11.0 CHANGE NOTICES AND AMENDMENTS**

11.1 For any changes that affect Contractor's service requirements, as set forth in Exhibit A, Scope of Work and/or changes in Exhibits B1, County's Administration and B2, Contractor's Administration, County shall prepare a Change Notice which shall be signed by Contractor and TTC's Contract Administrator.

11.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract

during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

- 11.3 The TTC or his/her designee may, at his/her sole discretion, authorize annual extensions as defined in Section 4.0, Term. 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. An Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.
- 11.4 For any change which affects the contract term or contract sum included in this Contract, a negotiated amendment shall be prepared therefor, executed by Contractor, and thereafter by the County's Board of Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Section 6.0, Contract Sum, not to exceed fifteen percent (15%) of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.

## **12.0 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.

## **13.0 COMPLAINTS**

- 13.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 13.2 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:
  - 13.2.1 Within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify TTC's Contract Administrator of the status of the investigation;
  - 13.2.2 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; and
  - 13.2.3 Copies of all written responses shall be sent to TTC's Contract Administrator within three (3) business days of mailing to the complainant.
- 13.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

13.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to TTC's Contract Administrator for approval before implementation.

#### **14.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Contract, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

#### **15.0 COMPLIANCE WITH APPLICABLE LAW**

15.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

15.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

#### **16.0 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.

#### **17.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

##### 17.1 Jury Service Program

This Contract is subject to the provisions of the County's Ordinance entitled Contractor Employee Jury Service, Exhibit E, as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

##### 17.2 Written Employee Jury Service Policy

17.2.1 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.

17.2.2 For purposes of this Section, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$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: 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 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 Contract and a copy of the Jury Service Program shall be attached to the Contract.

17.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Jury Service 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 the 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.

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

## **18.0 CONFLICT OF INTEREST**

18.1 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 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.

18.2 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 18.0 shall be a material breach of this Contract upon which County may immediately terminate or suspend services under this Contract.

## **19.0 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 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.

## **20.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

20.1 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.

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

## **21.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

### **21.1 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.

### **21.2 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 not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may



have with the County.

### 21.3 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.

### 21.4 Contractor Hearing Board

21.4.1 If there is evidence that the Contractor may be subject to debarment, the TTC 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.

21.4.2 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 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 TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

21.4.3 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.

### 21.4.5 Subcontractors of Contractor

These terms shall also apply to subcontractors/subconsultants of County Contractors.

## **22.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

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

**23.0 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

23.1 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 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.

23.2 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 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**24.0 COUNTY’S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

**25.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

**26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

26.1 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.

- 26.2 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.

## **27.0 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 11.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **28.0 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.

## **29.0 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 agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **30.0 INDEPENDENT CONTRACTOR STATUS**

- 30.1 This Contract 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.
- 30.2.1 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 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.

- 30.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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.
- 30.4 The Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract.
- 30.5 Contractor shall provide County an executed Contractor Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (Exhibit F1) for each of its employees and an executed Contractor Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (Exhibit F2) for each of its non-employees performing work under this Contract. Such agreements shall be delivered to the Assistant Operations Chief, Treasurer and Tax Collector, Contracts Section, 500 West Temple Street, Room 464, Los Angeles, California 90012, on or immediately following the execution of this Contract by the County's Board of Supervisors, but in no event later than the date any such employee first performs work under this Contract.
- 30.6 As an independent contractor, Contractor has no power or authority to bind the County to any obligations or contracts.

### **31.0 INDEMNIFICATION**

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

### **32.0 GENERAL INSURANCE REQUIREMENTS**

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

- 32.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered, prior to commencing services under this Contract, to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 W. Temple Street, Room 464  
Los Angeles, CA 90012

Such certificates or other evidence shall:

- 32.1.1 Specifically identify this Contract;
- 32.1.2 Clearly evidence all coverage required in this Contract;
- 32.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 32.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- 32.1.5 Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 32.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 32.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 32.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:
  - 32.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - 32.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
  - 32.4.3 Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the TTC Contract Administrator.
  - 32.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of

County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

32.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

32.6.1 The Contractor providing evidence of insurance covering the activities of subcontractors, or

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

### 32.7 INSURANCE COVERAGE REQUIREMENTS

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

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

32.7.2 Automobile Liability insurance, written on ISO policy form CA 00 01 or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

32.7.3 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, and for which the Contractor is responsible. If the Contractor'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 Contractor 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

32.7.4 Crime Coverage: Coverage for Employee Dishonesty with limits at a minimum amount of \$10,000 and covering all employees working pursuant to this Contract. Such insurance

shall cover against loss of money, securities, or other property and name the County as loss payee.

### **33.0 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 County.

### **34.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

34.1 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.

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

34.3 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.

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

34.5 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.

34.6 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 Section 34.0 when so requested by the County.

34.7 If the County finds that any provisions of this Section 34.0 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been

violated, in addition, a determination by the California Fair Employment Practices 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 Contract.

34.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 liquidated damages in lieu of terminating or suspending this Contract.

### **35.0 NONEXCLUSIVITY**

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

### **36.0 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) day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **37.0 NOTICE OF DISPUTES**

37.1 Contractor and County agree to act immediately to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 37.0. Time is of the essence in the resolution of disputes.

37.2 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 County, in its sole discretion, determines should be delayed as a result of such dispute.

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

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



- 37.5 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to the Contractor's Contract Manager and TTC Contract Administrator for the purpose of endeavoring to resolve such dispute.
- 37.6 In the event that the TTC Contract Administrator and the Contractor's Contract Manager are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the County's TTC and the Contractor (with a copy to TTC's Contract Administrator) for further consideration and discussion to attempt to resolve the dispute.
- 37.7 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 Contract and/or its rights and remedies as provided by law.
- 37.8 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 levels described in this Section 37.0, 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.
- 37.9 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Section 47.0, Termination for Convenience, Section 48.0, Termination for Default, Section 49.0, Termination for Improper Consideration, or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Section 41.0, Proprietary Rights, and Section 9.0, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

**38.0 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.

**39.0 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 B1, County's Administration and B2, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **40.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

#### **41.0 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from County personnel and all materials, drafts, data, estimates, reports and other information of any kind developed by Contractor under this Contract are confidential and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information. The provisions of this Section 41.0 shall survive the expiration or other termination of this Contract.

#### **42.0 PUBLIC RECORDS ACT**

42.1 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 Section 44.0, 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.

42.2 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 IFB marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

#### **43.0 PUBLICITY**

43.1 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 County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

43.1.2 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 County without the prior written consent of the TTC's Contract Administrator. The County shall not unreasonably withhold written consent.

- 43.1.3 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 43.0 shall apply.

#### **44.0 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. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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 Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material 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.

- 44.1 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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 44.0 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 44.3 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 County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### 44.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

#### 45.0 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 with respect to performance of this Contract.

#### 46.0 SUBCONTRACTING

County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Contract, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Section 46.0. Any attempt by Contractor to subcontract any performance under this Contract without the prior written consent of County shall be null and void and shall be deemed a material breach of this Contract, upon which County may immediately terminate this Contract.

46.1 If Contractor desires to subcontract any portion of its performance under this Contract, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:

46.1.1 The reason(s) for the particular subcontract;

46.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;

46.1.3 A detailed description of the work to be performed by the proposed subcontractor;

46.1.4 A draft copy of the proposed subcontract.

46.1.5 Other pertinent information and/or certifications requested by County.

46.2 County will review Contractor's request to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

46.3 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers,

employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Contract.

- 46.4 Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Contract, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Contract. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Contract. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Contract.
- 46.5 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor shall notify its subcontractors of the County's right prior to subcontractors commencing performance under this Contract. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Contract. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such rights.
- 46.6 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Contract.
- 46.7 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the TTC's Contract Administrator, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
- 46.7.1 A fully executed copy of each subcontract entered into by Contractor;
- 46.7.2 An executed Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract, Exhibit F2, for each subcontractor employee approved to perform work under this Contract; and
- 46.7.3 Certificates of Insurance, which establish that the subcontractor maintains all the programs of insurance required by the County.

46.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 46 or a blanket consent to any further subcontracting.

#### **47.0 TERMINATION FOR CONVENIENCE**

47.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by the County, 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.

47.2 Either party may terminate this Contract within thirty (30) calendar days prior written notice to the other party.

47.3 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

47.3.1 Stop work under this Contract, as identified in such notice;

47.3.2 Transfer title and deliver to County all completed work and work in process; and

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

47.4 All materials 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 Section 44.0, Record Retention and Inspection/Audit Settlement.

#### **48.0 TERMINATION FOR DEFAULT**

48.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of TTC's Contract Administrator:

48.1.1 Contractor has materially breached this Contract;

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

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

48.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-Section 48.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so

terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 48.0.

- 48.3 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-Section 48.2 if its failure to perform this Contract, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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-Section 48.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 48.4 If, after the County has given notice of termination under the provisions of this Section 48.0, it is determined by the County that the Contractor was not in default under the provisions of this Section 48.0, or that the default was excusable under the provisions of Sub-Section 48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 47.0, Termination for Convenience.
- 48.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-Section 48.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-Section 48.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract Sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the TTC, or designee, deducted from any amounts due to the Contractor by the County, under this Contract.
- 48.6 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 31.0, Indemnification.
- 48.7 The rights and remedies of the County provided in this Section 48.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**49.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 49.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 49.2 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 (213) 974-0914 or (800) 544-6861.
- 49.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**50.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of Section 47.0, Termination For Convenience, as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

**51.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 23.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the Auditor Controller or Board of Supervisors may terminate this Contract pursuant to Section 48.0, Termination for Default.

**52.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit G, Familiarity with the County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's



Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may, in its sole discretion, immediately terminate or suspend this Contract.

**53.0 USE OF COUNTY SEAL AND TTC'S LOGO**

Contractor shall not use or display the official seal of County or TTC's logo on any of its letterheads or other communications with any business, or for any other reason.

**54.0 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.

**55.0 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 Section 55.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**56.0 WARRANTY AGAINST CONTINGENT FEES**

56.1 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.

56.2 For breach of this warranty, the County 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.

**57.0 INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

**58.0 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, 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 H, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**59.0 CONTRACTOR'S ACKNOWLEDGMENT 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.

**60.0 RESOLICITATION OF BIDS AND PROPOSALS**

60.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Contract, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Contract. TTC shall make the determination to resolicit bids or request proposals in accordance with applicable County and TTC policies.

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

**61.0 SURVIVAL**

The provisions in the following Sections shall survive the expiration or termination of this Contract for any reason:

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

9.0 Confidentiality

15.0 Compliance with Applicable Law

26.0 Employment Eligibility Verification

28.0 Fair Labor Standards

29.0 Governing Law, Jurisdiction and Venue

31.0 Indemnification

32.0 General Insurance Requirements

41.0 Proprietary Rights

44.0 Record Retention and Inspection/Audit Settlement

47.0 Termination for Convenience

48.0 Termination for Default

49.0 Termination for Improper Consideration

**62.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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 Local Small Business Enterprise.

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 Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise 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 County any difference between the Contract Sum and what the County’s costs would have been if the contract had been properly awarded;
- 2) In addition to the amount described in subdivision 1 above, be assessed a penalty in an amount of not more than ten (10) percent of the Contract Sum; 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) and Paragraph 21 (Contractor’s Responsibility and Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County’s Office of Affirmative Action Compliance of this information.

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**CLEAN-UP AND TRASH REMOVAL SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be affixed and attested by the Executive Officer thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

**COUNTY OF LOS ANGELES**

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

**CONTRACTOR**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

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

APPROVED AS TO FORM:  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**1. SCOPE OF WORK**

- 1.1 Contractor will be required to provide indoor and outdoor Clean Up and Trash Removal Services at decedent and conservatee estate properties throughout Los Angeles County and possibly in neighboring counties. These services are requested for single-family structures, duplexes, triplexes, apartments, vacant land, and other property managed by the Public Administrator on an as needed basis. Three (3) contractors currently handle approximately 300 service calls each year. This number is an approximation and is not necessarily representative of a future workload. The size and complexity of the job and the condition of the job site varies. Many of these properties are residences that have been left in unsanitary and moderately to extremely cluttered conditions, e.g., animal remains, feces, larva in decaying matter, residual body fluids, personal effects of a decedent where cause of death may have been natural, due to illness or communicable disease, etc. The TTC defines trash as anything that is not salvageable and already determined by the TTC to have no value. Trash may include but not be limited to unusable furniture, e.g., chairs, tables, sofas, dressers, etc., and appliances, e.g., refrigerators, stoves, ovens, etc. Clean up may include but not be limited to disposing of all the trash, cutting tree branches and/or tree(s) removal, clearing brush, mowing the lawn, raking leaves, sweeping, etc.
- 1.2 Services are typically required on less than one day's prior notice. For example, TTC may call a Contractor on Monday for services to be rendered at 7:00 a.m. the following day. Emergency services may be required in which the response time is not to exceed two (2) hours from the initial notification from TTC. The Contractor must have a responsible person available by telephone during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Use of a pager is acceptable provided Contractor is able to return telephone calls to TTC within 30 minutes of being paged.
- 1.3 When TTC requests Clean-Up and Trash Removal Services from the Contractor for a specific estate, information regarding the size and complexity of the property will be provided in order for the Contractor to determine appropriate crew, supply, and vehicle requirements. Some service requests will require the Contractor to supply one or more dumpsters for trash removal. Contractor will be responsible for obtaining the appropriate dumpster permits, if required. TTC will also specify the required size and number of dumpsters necessary for the job.
- 1.3.1 In the event TTC requires concurrent or nearly concurrent drayage and clean up and trash removal services to be performed at the same job site, TTC and Contractor shall coordinate performance of services under this Contract to ensure operations are monitored and security of estate assets are maintained.
- 1.3.2 If the Clean Up and Trash Removal Services Contractor and the Drayage Services Contractor are represented by the same firm or if independent firms should jointly request that the drayage and clean up and trash removal services be performed concurrently or nearly concurrent, prior written approval at least 24 hours in advance from the TTC Contract Administrator is required before clean up and trash removal work shall begin.

- 1.3.3 The TTC Contract Administrator shall monitor the assignment of clean up and trash removal service jobs to ensure compliance with Sub-Sections 1.3.1 and 1.3.2 of this Exhibit A, Scope of Work.
- 1.4 Contractor shall be responsible for providing all necessary supplies. Minimum work supplies will include gloves, protective breathing masks, boots, disinfectants, shovels, brooms, trash bags, and insect repellent. Work equipment should include, at a minimum, trucks, gasoline engine powered hedge trimmer, heavy-duty lawn mower, heavy rope, power chain saws, tarps, and tie-downs. In the event any specialty equipment needs to be rented for use on a particular worksite, Contractor will not be reimbursed for the associated costs unless previously approved in writing by the TTC Contract Administrator or other designated authorized TTC personnel.
- 1.5 All trash, yard clippings, etc. removed from the premises must be discarded at an established dump or trash disposal site. Salvage and recycling activities by the Contractor are prohibited. All abandoned property or trash must be discarded by the Contractor and its employees as directed by the TTC representative in charge. Under no circumstances, regardless of value, is it allowable to salvage any items for personal or other use by Contractor or its employees. If any articles of value or of a salvageable nature are found in the abandoned property or trash, they shall immediately be turned over to TTC.
- 1.6 Contractor shall notify TTC upon discovery of all materials considered to be hazardous (i.e., paint, oil, aerosol cans, combustible liquids, etc.). TTC employees will be responsible for the discard and disposal of such materials in compliance with all applicable regulatory codes.
- 1.7 Contractor shall have all City, County and State permits and licenses required for their equipment and operations. Services shall be provided in strict accordance with all applicable laws and regulations and with requirements of all public agency jurisdictions.
- 1.8 In the event TTC has a large and/or complex job, all Contractors may be invited to a job site at a given date and time to participate in a competitive bid with other Contractors to provide a fixed, all-inclusive price. All fixed price bids must be submitted to the TTC within one business day after inspection of the job site. TTC management will review the fixed price bid and make a determination within five (5) business days, notifying the firm selected. TTC must approve in writing any subsequent changes to the original job order/fixed price bid.
- 1.9 Contractor shall be liable for any injury to persons or damage to estate, County or private property incurred at a job site in the course of performing the services under this Contract. Damage to buildings, appurtenances and furnishings must be avoided. The Contractor will be liable for the cost of repairs for any such damages and expenses associated with any injury. In the event damage or injury occurs during the course of a job, Contractor will complete and submit the Public Administrator Field Incident Report, Attachment C of this Exhibit A, Scope of Work, to document the incident and will submit it to the TTC Contract Administrator within one (1) business day of the incident. The Contractor shall cooperate with TTC to

ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for repairs.

- 1.10 Contractor crews are expected to arrive at the job site on time as requested by the TTC Contract Administrator, with all equipment and materials necessary to start the job. Any Contractor delays more than 30 minutes should be promptly reported by telephone to the TTC Contract Administrator or other designated authorized TTC personnel. Contractor will be paid at an hourly rate inclusive of all costs of materials and equipment necessary to perform operations listed herein.
- 1.11 Contractor charges begin at the time of arrival at the work site and when the crew begins work. Contractor charges shall be inclusive of hours worked, excluding lunch breaks until work terminates for the day. Penalties will be assessed for fraudulent work hours claimed in accordance with Attachment A, Technical Exhibit-Performance Requirements Summary, of this Exhibit A, Scope of Work. NOTE: Overtime rates will not be paid unless specifically ordered and authorized in writing in advance by the TTC Contract Administrator or other designated authorized TTC personnel.
- 1.12 TTC will have the sole authority in determining the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to Contractor and may be cause for cancellation of this Contract or resulting in a payment deduction as set forth in Section 3, Technical Exhibit – Performance Requirements Summary of this Exhibit A, Scope of Work.

## **2. GENERAL REQUIREMENTS**

### **2.1 TTC PERSONNEL**

- 2.1.1 The TTC shall assign a Contract Administrator to provide overall management and coordination of the contract and act as liaison for the TTC. The TTC Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the contract. TTC shall inform Contractor in writing of the name, address, and telephone number of the individual designated to act as Contract Administrator, at the time the contract is executed and as changes occur as set forth in Exhibit B1, County's Administration, of this Contract.

### **2.2 CONTRACTOR'S CONTRACT MANAGER**

- 2.2.1 The Contractor is required to provide a Contract Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the contract. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Contract Manager, Alternate Contract Manager and Authorized Official(s), at the time the contract is executed and as changes occur as set forth in Exhibit B2, Contractor's Administration, of this Contract.

2.2.2 The Contract Manager and alternate(s) must be able to read, write, speak, and understand English. The Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The Contract Manager shall be available during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the contract. When the Contract Manager cannot be present, the alternate Contract Manager shall be designated to act on behalf of the Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by the Contractor.

### 2.3 **CONTRACTOR PERSONNEL**

2.3.1 Contractor shall provide to TTC's Contract Administrator, prior to the start of this Contract a pool/list of employees that will be performing work under this Contract, that to TTC's satisfaction have passed the background and security investigation in accordance with Section 2.5, Background and Security Investigations, of this Exhibit A, Scope of Work. Only those Contractor employees having passed the background investigation process shall be permitted to work under this Contract. This pre-approved list/pool of employees will be utilized by the TTC Contract Administrator to monitor job assignments and monitor contractor employees at the job site.

2.3.2 As Contractor's pre-approved list/pool of employees assigned to this Contract changes, Contractor shall within five business days: 1) notify the TTC Contract Administrator of the staffing change, and 2) initiate the background investigation check process for the new employee(s). New Contractor employees shall not be permitted to work under this Contract until: 1) they have successfully been cleared following the background investigation check, 2) the TTC Contracts Section has been notified of the employees background investigation check clearance, and 3) the TTC Contracts Section has been provided with a copy of such employee's background investigation check clearance.

2.3.3 Each crew must have a responsible lead person who speaks and reads English fluently, to supervise staff, receive and understand verbal and/or written instructions from the TTC Contract Administrator, and must have the ability to deliver those instructions accurately to the crew members.

2.3.4 Contractor's staff must wear matching t-shirts, shirts, overalls or jackets, with Contractor's logo and name clearly visible, in order to be easily identified by the public and by TTC.

2.3.5 Contractor's staff must also meet the following requirements:

- Be able to perform indoor and outdoor clean-up of residences, including trash pick-up and disposal, lawn mowing, etc. as requested.
- Be available to meet designated representative of the TTC as scheduled at a job site with all supplies and equipment necessary to begin the job.



- Have the physical capability to remove trash and non-salvageable property discarded by the TTC representative from premises.
- Have the physical capability to mow lawns, cut tall weeds, bushes and trees, etc., as directed and designated by the TTC representative, and to leave premises in safe condition.

2.3.6 Contractor's drivers must possess, and maintain at all times, valid California Driver's Licenses and be appropriately insured during the term of the Contract.

2.3.7 All personnel providing services in conjunction with the contract will be required to sign a Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract as set forth in Exhibit F1 and Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Contract as set forth in Exhibit F2, of this Contract. During the term of the contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contracts Section.

2.3.8 Contractor employees are prohibited from taking or removing **any** items from the job site for personal use or gain, resale or recycling, or giving to someone else. Contractor employees are not to use any personal equipment or telephones at estate properties.

## 2.4 **CONTRACTOR EMPLOYEE ACCEPTABILITY**

2.4.1 The Contractor shall be responsible for immediately removing and replacing within one (1) business day any employee working on this contract when requested to do so by the TTC Contract Administrator.

2.4.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Contractor assigned to the County's contract who, in the opinion of the TTC is unsatisfactory, shall immediately be removed from servicing the contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the Subcontracting provisions in Section 46, of this Contract are met.

## 2.5 **BACKGROUND AND SECURITY INVESTIGATIONS**

2.5.1 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and purgery, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor

convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 2.5.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 2.5.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.
- 2.5.4 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricular Consular or Company Identification.
- 2.5.5 Disqualification, if any, of Contractor employees, pursuant to this Section 2.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 2.5.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Section 2.5 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Sub-Section 2.3.2 of this Exhibit A, Scope of Work.

## 2.6 **INVOICING AND REIMBURSEMENT**

- 2.6.1 Contractor will be reimbursed for any dumpster rentals and/or dump fees based on actual fees paid and must provide **original** dumpster and dump fee receipts and/or city refuse bin permit receipts with the invoice.
- 2.6.2 TTC will not reimburse Contractor for the rental of any specialty equipment (e.g. chain saws, protective eye wear, etc.) unless previously approved in writing by the TTC Contract Administrator or other designated authorized TTC personnel.
- 2.6.3 Invoices must include the following information:
- Reference to the TTC job request number.
  - Estate number, estate name, address, date, time, actual number of hours worked by employee, excluding lunch breaks, and services performed. Charges will not be allowed for time spent applying for dumpster permits. If the job requires more than one day, charges must be itemized on the invoice by date.

- Original dumpster rental, permit, and dump fee receipts, as applicable. If a dump fee charge is attributable to more than one clean-up job, list the TTC job numbers on the receipt AND divide the charge accordingly to reflect the corresponding share of the cost on each applicable invoice referencing the dump fee receipt number.

2.6.4 Invoices for fixed bid jobs must be accompanied by a copy of the approved bid.

## 2.7 **QUALITY CONTROL- CONTRACTOR**

2.7.1 The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. A copy must be provided to the TTC Contract Administrator on the contract start date and as changes occur. The plan shall include, but not be limited to, the following:

- An inspection system covering the services listed on the Technical Exhibit-Performance Requirements Summary, Attachment A, of this Exhibit A, Scope of Work. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations, e.g., vehicle failure, staff shortage, etc.

2.7.2 Contractor shall maintain a file of all inspections conducted by the County and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the contract.

## 2.8 **QUALITY MONITORING BY COUNTY**

2.8.1 The TTC will evaluate the Contractor's performance under this contract using the quality assurance procedures specified in the Technical Exhibit-Performance Requirements Summary, Attachment A of this Exhibit A, Scope of Work, or other such procedures as may be necessary to ascertain Contractor compliance with this contract. The TTC will appropriately document any contract compliance deficiencies and communicate them in writing to Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. The Contractor's Contract Manager and the TTC Contract Administrator shall meet as often as necessary, as determined by TTC, to discuss the Contractor's performance. A mutual effort will be made to resolve all problems and deficiencies identified during the term of the contract.

## 2.9 USE OF COUNTY SEAL AND TTC'S LOGO

2.9.1 The Contractor shall not use or display the official seal of the County or TTC's logo on any of its letterhead or other communications, or for any other reason.

## 2.10 HOLIDAYS

The following are the usual County observed holidays.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

## 2.11 GOVERNMENT OBSERVATIONS

County and/or personnel from other governmental jurisdictions, other than TTC's Contract Administrator, may from time to time observe contract operations. However, these personnel will not unreasonably interfere with Contractor's performance.

## 2.12 DEFINITIONS

2.12.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from a standard before the TTC will make a finding that the Contractor is not in compliance with a specific contract provision.

2.12.2 **Performance Requirements Summary (PRS):** Identifies the key performance indicators of the contract that will be evaluated by the County to assure the Contractor (see Attachment A, Technical Exhibit-PRS) meets contract performance standards.

2.12.3 **Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Scope of Work.

2.12.4 **Clean Up and Trash Removal Exception Report:** Document used by TTC to document discrepancies or problems with Contractor's performance; to record explanations of unsatisfactory performance. Sample form as set forth in Attachment B to this Scope of Work.

**3. TECHNICAL EXHIBIT – PERFORMANCE REQUIREMENTS SUMMARY**

3.1 The purpose of the following Attachment A is to:

- List the required services which will be monitored by the TTC during the term of this contract (Column 1);
- Identify the performance standards for satisfactory performance (Column 2);
- Indicate the maximum allowable degree of deviation from a standard for each requirement (acceptable quality level, AQL) that shall be allowed by the TTC before contract performance is considered unsatisfactory (Column 3);
- Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting the contract requirements (Column 4);
- Indicate the monetary deduction for exceeding the maximum deviation for the standard (Column 5).

**3.2 COUNTY QUALITY MONITORING**

3.2.1 On an ongoing basis, Contractor performance will be compared to the contract standards and the acceptable quality levels (AQLs) as set forth in the Technical Exhibit-Performance Requirements Summary, Attachment A, of this Exhibit A, Scope of Work. The TTC may use a variety of inspection methods to evaluate Contractor's performance. These methods may include, but are not limited to:

- User complaints
- 100% inspection of completeness and quality of work on a periodic basis
- Observation of Contractor operations
- Adherence to County policies, procedures, rules and regulations

**3.3 CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE**

Performance of a listed service is considered satisfactory when the number of discrepancies found by the TTC through contract monitoring does not exceed the AQL standards. When performance is unsatisfactory, the TTC will prepare a letter listing the discrepancies found, and will be sent to the Contractor. The Contractor shall be required to respond to the reported discrepancies within five (5) business days of receipt of the TTC letter of notification explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Contract Administrator will, at his/her sole discretion, evaluate the Contractor's explanation and determine whether full payment, partial payment, or the contract termination process is applicable.

**TECHNICAL EXHIBIT - PERFORMANCE REQUIREMENTS SUMMARY**

<b>Required Service</b>	<b>Performance Standards</b>	<b>Max. Allowable Degree of Deviation from Requirements</b>	<b>Monitoring Method</b>	<b>Deduction From Contract Price for Exceeding AQL</b>
Personnel do not salvage or recycle items from job site, do not use estate equipment/supplies, or telephones (Exhibit A, Section 1.5 & 2.3.8)	Personnel adhere to County requirements	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence and removal of affected employee from Contract
Contractor personnel arrive on job site on time and with appropriate supplies, equipment & vehicles (Exhibit A, Section, 1.10)	Arrival at job site at designated start time	30 minutes late	On site inspection & observation	\$75 for each 30 minute delay due to late arrival and/or lack of appropriate equipment or vehicles
Contractor charges begin when the crew begins work and when works terminates for the day, excluding lunch breaks (Exhibit A, Section 1.11)	Penalties assessed for fraudulent work hours claimed	0%	On site inspection & observation; review of invoices	\$500 per occurrence and subject to Contract termination
Contractor provides qualified personnel at job site (Exhibit A, Section 2.3)	Personnel meet County requirements	0%	On site inspection & observation	\$75 for each 30 minutes delay due to incompetent or unqualified staff

ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Contractor to provide and maintain a pool of acceptable employees prior to Contract start and as staff changes (Exhibit A, Section 2.3.1 & 2.3.2)	Personnel meet County requirements	0%	Review of submitted list and review of required updates	\$100 per day for each day late
Contractor's staff must wear uniforms with Contractor's logo and name clearly visible (Exhibit A, Section 2.3.4)	Personnel meet County requirement	0%	On site inspection & observation	\$50 per day per employee
Unacceptable Contractor personnel replaced (Exhibit A, Section 2.4)	Replace within one (1) business day	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence of non-replacement/removal
Quality Control Plan (Exhibit A, Section 2.7)	Provided on or before Contract start date	0%	Receipt of Plan by Contract start date  Review of all inspections conducted by County	\$100 per day for failure to comply w/corrective action plan \$100 per day late

ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Contract Manager (Contract, Section 3.2)	Notify TTC of changes, with resume, within 5 business days	0%	Review of reports and files	\$50 per day when documentation not provided
Background check on all personnel performing services under Contract (Exhibit A, Section 2.5)	Documentation of background check provided	0%	Receipt and review of documentation	\$500 per day per occurrence per employee when documentation not provided and kept current
Complaints (Contract, Section 13)	Policy provided within 15 days of Contract start date, Handle complaints as required	0%	Receipt of policy, Complaints, review of logs	\$100 per day late
Confidentiality (Contract, Section 9)	Employee Acknowledgement and Confidentiality (Part D, Sample Contract, Exhibit F1) Agreement signed and provided within 5 business days	0%	Review of reports; complaints	\$100 per day per employee when form not received and signed  \$1000 per unauthorized release of information



ATTACHMENT A

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements	Monitoring Method	Deduction From Contract Price for Exceeding AQL
Insurance Coverage (Contract, Section 32)	Insurance coverage maintained as required	0%	Receipt and review of Insurance and documentation	\$100 per day; Contract termination at TTC's option
Submit financial statements (Contract, Section 44.4)	Provide required statements according to schedule	1 business day late	Review of reports	\$50 per day that report is late

**ATTACHMENT B**  
**Page 1 of 2**

**CLEAN UP AND TRASH REMOVAL EXCEPTION REPORT**

Estate Name: \_\_\_\_\_

Estate Account No.: \_\_\_\_\_

Address: \_\_\_\_\_

Estate Deputy Assigned to Case: \_\_\_\_\_

Deputy Assigned to this Clean Up and Trash Removal Case: \_\_\_\_\_

**Contractor's Information**

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor Arrival Time: \_\_\_\_\_

**Contractor's Employee(s) Names**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Contractor on Time? Yes \_\_\_ No \_\_\_

Contractor has proper equipment? Yes \_\_\_ No \_\_\_

Vendor's staff properly prepared to begining job on time? Yes \_\_\_ No \_\_\_

Any other Exceptions: \_\_\_\_\_

Clean Up and Trash Removal Requested Date: \_\_\_\_\_

Clean Up and Trash Removal Completed Date: \_\_\_\_\_ Time: \_\_\_\_\_

**CLEAN UP AND TRASH REMOVAL EXCEPTION REPORT**

**Comments/Observations**

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Clean Up Deputy: \_\_\_\_\_  
Signature Date

Estate Deputy: \_\_\_\_\_  
Signature Date

Contractor: \_\_\_\_\_  
Signature Date

Asst. Oper. Chf. \_\_\_\_\_  
Signature Date

**ATTACHMENT C**

**County of Los Angeles Treasurer and Tax Collector  
PUBLIC ADMINISTRATOR FIELD INCIDENT REPORT**

In the event of damage to buildings, appurtenances, or furnishings, or injury to persons during the performance of services while under contract to the Treasurer Tax Collector (TTC) Public Administrator, the Contractor's Contract Manager shall immediately telephone the TTC Contract Administrator, Douglas Kennedy, at (213) 974-0419, to report the incident. Subsequently, this report shall be completed by Contractor's Contract Manager to describe and document the incident of damage or injury. The completed report shall be delivered to the TTC Contract Administrator via fax within one (1) business day of the incident to fax number (213) 617-7580.

Date Of Incident: \_\_\_\_\_ Time: \_\_\_\_\_

Estate Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TTC Job Request Number: \_\_\_\_\_ Estate Number: \_\_\_\_\_

**Description Of Incident:** (attach additional pages as necessary)

Specific damage/injury: \_\_\_\_\_  
 \_\_\_\_\_

How occurred: \_\_\_\_\_  
 \_\_\_\_\_

Name of employee(s) involved: \_\_\_\_\_  
 \_\_\_\_\_

Agencies Notified (local law enforcement or emergency services): \_\_\_\_\_  
 \_\_\_\_\_

Report Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**TTC Internal Use Only**

Report Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (PRINT)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

*Pursuant to Exhibit A, Scope of Work of the Clean Up and Trash Removal Services Contract, Section 1.9, the Contractor will be liable for the cost of repairs for such damages.*

**COUNTY'S ADMINISTRATION**

1. Any notice served upon County shall be addressed as follows or such other place as may hereinafter be designated in writing to Contractor by TTC:

Name: Mark J. Saladino  
Title: Treasurer and Tax Collector  
Address: County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 437  
Los Angeles, CA 90012  
Facsimile: (213) 626-1812

2. TTC's Contract Administrator:

A copy of any notice shall be addressed and mailed to TTC's Contract Administrator as follows or such other place as may hereinafter be designated in writing to Contractor by TTC:

Name: Douglas Kennedy  
Title: Assistant Operations Chief  
Address: Treasurer and Tax Collector  
Public Administrator Operations  
320 West Temple Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012

Telephone: (213) 974-0419  
Facsimile: (213) 617-7580  
[Email: dkennedy@co.la.ca.us](mailto:dkennedy@co.la.ca.us)

3. A copy of any notice shall be addressed and mailed to:

Address: County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, CA 90012

Telephone: (213) 974-7360

Facsimile: (213) 687-4857

Email: [ttccontr@co.la.ca.us](mailto:ttccontr@co.la.ca.us)

**CONTRACTOR'S ADMINISTRATION**

SI-NOR INCORPORATED

1. Any notice served upon Contractor shall be addressed as follows or such other place as may hereinafter be designated in writing to TTC by Contractor:

Name: Si-Nor Incorporated  
Address: 1345 Fitzgerald Avenue, Suite F  
Rialto, CA 92376  
Telephone: (909) 820-4070  
Facsimile: (909) 820-4179  
E-Mail Address: sinorinc@aol.com

2. CONTRACTOR'S CONTRACT MANAGER:

Name: Rhonda Kilgore  
Address: 1345 Fitzgerald Avenue, Suite F  
Rialto, CA 92376  
Telephone: (909) 820-4070  
Facsimile: (909) 820-4179  
E-Mail Address: sinorinc@aol.com

3. CONTRACTOR'S ALTERNATE CONTRACT MANAGER

Name: Eugene Uzomaka  
Address: 357 West Compton Blvd.  
Compton, CA 90247  
Telephone: (310) 329-2999  
Facsimile: (310) 329-2190  
E-Mail Address:

4. CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Silas Ugorji  
Address: 1345 Fitzgerald Avenue, Suite F  
Rialto, CA 92376  
Telephone: (909) 820-4070  
Facsimile: (909) 820-4179  
E-Mail Address: sinorinc@aol.com

Name: Anthony Uwakwe  
Address: 1345 Fitzgerald Avenue, Suite F  
Rialto, CA 92376  
Telephone: (909) 820-4070  
Facsimile: (909) 820-4179  
E-Mail Address:

**EXHIBIT C – PRICING SCHEDULE**

**SI-NOR, INC.**

**CLEAN UP AND TRASH REMOVAL SERVICES**

**PRICING**

<b>ITEM</b>	<b>PRICE</b>
<b>LABOR:</b>	
1 man and 1 truck	\$27.00/hour
2 men and 1 truck	\$39.50/hour
additional man	\$15.50/hour

Other Equipment: Pre-approved in writing by TTC Contract Administrator

Dumster Rental: Actual Cost

If vendor owns a dumpster or dumpster rental company, TTC expects the most favored customer price.

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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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 antidiscrimination 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.
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

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, fulltime 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.

**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 Contract 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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

Page 2 of 3

4. 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 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-Contract 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 the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a fulltime schedule as less than 40 hours per week.

**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.

**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.

**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.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Page 3 of 3

- 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.

**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.

**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 Contracts. This chapter shall be superseded by a collective bargaining Contract 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.

**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.

**CLEAN UP AND TRASH REMOVAL SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT CONTRACT**

*(Any reference to Copyright Assignment would apply to Information Technology Contracts only)*

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

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY CONTRACT:**

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

Initials of Signer \_\_\_\_\_

\_\_\_\_\_  
Contractor Name

County Contract No. \_\_\_\_\_

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

I agree to keep confidential all health, 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 or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

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

**COPYRIGHT ASSIGNMENT CONTRACT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Contract, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_/\_\_\_/\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CLEAN UP AND TRASH REMOVAL SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT CONTRACT**

*(any reference to Copyright Assignment would apply to Information Technology Contract only)*

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

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY CONTRACT:**

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

Initials of Signer \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR NAME

County Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

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

I agree to keep confidential all health, 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 or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

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

COPYRIGHT ASSIGNMENT CONTRACT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this Contract, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

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

SIGNATURE: \_\_\_\_\_ DATE \_\_\_ / \_\_\_ / \_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

***FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE  
CERTIFICATION***

The Contractor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Contractor also certifies that all persons acting on behalf of the Contractor organization have and will comply with it during the bid process.

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Authorized Official's Signature

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Date

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Authorized Official's Printed Name and Title



**SAFELY SURRENDERED BABY LAW**

Fact Sheets – English and Spanish Versions

Poster – English and Spanish Versions

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns 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?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## **Does the parent have to call before bringing in the baby?**

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

## **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 brazaletes y el padre/madre recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

# No shame.

# No blame.

# No names.

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

# Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(*Health and Human Services Agency*)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(*Department of Social Services*)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito  
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito  
Zev Yaroslavsky, Supervisor, Tercer Distrito  
Don Knabe, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.