



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
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(213) 626-1812

December 12, 2006

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 CONTRACT FOR DRAYAGE SERVICES (ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Contracts with Crest Labor, Inc. (Crest Labor) and Sterling Van Lines (Sterling) to provide drayage services to the Treasurer and Tax Collector (TTC) for a term of one (1) year, commencing on February 2, 2007, or upon the date of Board approval, whichever is later, with the first year's contract maximum not to exceed \$200,000 for each contract, totaling a maximum of \$400,000;
2. Delegate authority to the TTC to execute future amendments to extend each Contract for a maximum of four (4) one-year renewals and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract; and to increase the annual Contract Sum by no more than 20% annually to accommodate any unanticipated workload increases;
3. Delegate authority to the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Contract, and add/or change certain terms and conditions in the Contract as required by the Board of Supervisors or Chief Administrative Officer, provided County Counsel approval is obtained prior to execution of such amendments;
4. Delegate authority to the TTC, if necessary, to execute substantially similar contract(s) to the next lowest cost, responsive and responsible bidder identified in this Invitation for Bids (IFB) process, to ensure that unanticipated circumstances or changes in drayage service workload requirements during the

term of the contract do not jeopardize the fiduciary obligation of the TTC for the Public Administrator and Public Guardian estates under its administration, provided County Counsel approval is obtained prior to execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As the Public Administrator for the County of Los Angeles, the TTC administers decedent estates and under agreement with the Department of Mental Health, also provides administrative services to conservatee estates. The services provided under these contracts include packing, boxing, crating, loading and transporting an estate's personal property to TTC's warehouse for storage until the estate property is sold or distributed pursuant to the Probate Code. The duties related to drayage services will be performed by Crest Labor, the current provider of drayage services under contract since February 2, 2002 and Sterling, a new provider. The recommended contracts are necessary as the current contract is due to expire February 1, 2007. Continuation of these services will enable TTC to maintain its fiduciary responsibility to the estates it administers.

TTC recently released an Invitation for Bids (IFB) with the intent to establish multiple qualified vendors to provide drayage services. The lowest cost and most responsive bids were submitted by Crest Labor and Sterling.

Implementation of Strategic Plan Goals

The approval of these Contracts is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The Contracts provide for ongoing drayage services, which support mandated operations of the TTC.

FISCAL IMPACT/FINANCING

There is no impact to the County as the individual estates are billed for the costs of these services. Funds are appropriated in the 2006-07 Adopted Budget for these services, which are offset by revenue from billings to individual estate(s). Therefore, there is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contracts contain the County's required provisions, including the requirement for the contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, and Contractor notification to County when Contract is within six (6) months from expiration of Term and when Contractor has reached seventy-five (75%) of the authorized Contract Sum. It has been determined that the services under this contract

do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program," because of the specialized knowledge and training required to perform the work.

The recommended Contracts with Crest Labor and Sterling are for a term of one (1) year with four (4) one-year renewal options and six (6) month-to-month extensions, for a maximum term of five (5) years and six (6) months. The Contractors are in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The Contracts expressly provide that the County has no obligation to pay Crest Labor or Sterling any amount that exceeds the maximum Contract Sum. Further, Crest Labor and Sterling will not be asked to perform services beyond the expiration date of the Contract or exceed the Contract Sum or scope of work. Additionally, the Contracts contain performance standards, including liquidated damages for substandard and/or non-performance.

The attached Contracts with Crest Labor and Sterling have been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

TTC released an Invitation for Bids (IFB) on August 18, 2006 to ninety-five (95) prospective bidders. The prospective bidders are listed in Attachment I, which consisted of TTC's bidder's list, vendors from the County's Office of Affirmative Action Compliance Community Business Enterprise Database, and Los Angeles County's online Website of vendors, by commodity. In addition, a notice of the IFB was posted on the Los Angeles County Bid Website. A Mandatory Bidder's Conference was held Wednesday, September 13, 2006 with fifteen (15) firms attending.

The IFB solicited bids from qualified firms for the provision of drayage services. Bids were received from nine (9) firms: Ace Relocations Systems; Alex Moving; Alexander's Mobility Services; Bekins Moving Solutions; Blue Chip Moving and Storage; Crest Labor; Red Ball Transfer and Storage; Si-Nor, Inc.; and Sterling Van Lines. The bid submitted by Bekins Moving Solutions did not meet the IFB minimum requirements and was disqualified from further consideration. In addition, subsequent to its submission, Alex Moving withdrew their Bid.

The bids submitted by Crest Labor and Sterling were the most responsive and responsible and the lowest cost bids. They met all of the mandatory minimum requirements and were complete and responsive to the IFB. The bids demonstrated that Crest Labor and Sterling have a good understanding of the scope of work to be performed and the complexity of TTC's service requirements. Crest Labor and Sterling have verifiable experience providing drayage services.

The Honorable Board of Supervisors

December 12, 2006

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The Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for Crest Labor and Sterling is included in Attachment II. Crest Labor is not a certified Small Business Enterprises (SBE)/Community Based Enterprises (CBE). However, Sterling is certified and the five percent (5%) preference was factored into their bid price evaluation. The recommendation of Crest Labor and Sterling is made without regard to race, creed or color. There are no provisions for Cost of Living Adjustment (COLA) in the attached Contracts. This is not a Proposition A Contract and therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

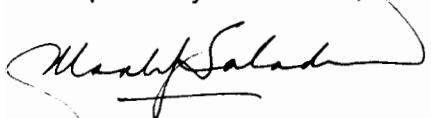
IMPACT ON CURRENT SERVICES

The current contract for drayage services expires on February 1, 2007. The recommended contracts with Crest Labor and Sterling will be utilized on a semi-rotational/as needed basis through the term of the contracts to ensure a continuation of services.

CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the Contracts and one (1) adopted Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:WMH

VMA:vma

DS BL 11-21-06 final.doc

Attachments (2)

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

Absolute Professional Svcs.
P.O. Box 1741
Sun Valley, CA 91353

Kevin Casey Ace Relocation
System, Inc. 189 W. Victoria St.
Long Beach, CA 90805

Jennifer Smith
Alex Moving & Storage
2610 S. Birch St.
Santa Ana, CA 92707

Alexander's Moving & Storage
2942 Dow Ave.
Tustin, CA 92780

Isidro Favela
All American Freightways, Inc.
4838 Blackthorne Ave.
Long Beach, CA 90808

American Moving & Storage
700 S. Vail Ave.
Montebello, CA 90640

Gloria Ortiz
American Relocation & Logistics
13565 Larwin Circle
Santa Fe Springs, CA 90670

Antelope Valley Moving
602 E. Ave. R
Palmdale, CA 93550

Joseph Tuminaro
Antelope Valley Van & STG 602 E.
Avenue R
Palmdale, CA 93550

Anthony Uwakwe
Apex Waste Systems, Inc.
9109 Miner Street
Los Angeles, CA 90002

Atlas Van Lines
1212 St. George Rd.
Evansville, IL 47703

Andre Thomas
Axis Intermodal, Inc. 20547 E.
Walnut Dr. N. Ste. B-1-F
Walnut, CA 91789

Anna Martinez
Bekins BMS Holdings
20525 Nordhoff St., Ste. 58
Chatsworth, CA 91311

Jim Jentges
Bekins Moving Solutions, Inc.
717 E. Artesia Blvd.
Carson, CA 90746

Belt Way Moving Systems
21303 Itasca St.
Chatsworth, CA 91311

Beltmann Moving & Storage
14528 Bonelli St.
City of Industry, CA 91747

Ed Gildersleeve
Beverly Hills Transfer
221 S. Beverly Dr.
Beverly Hills, CA 90212

BINL, Incorporated
1155 E. San Antonio Dr.
Long Beach, CA 90807

Melia Sain
Blackman & Holberton
201 Wilshire Blvd., Ste A6
Santa Monica, CA 90401

Blue Chip Storage & Moving, Inc.
13525 Crenshaw Blvd.
Hawthorne, CA 90250

Michael Bray
Bray Transportation Co., Inc.
3303 Harbor Blvd. C-12
Costa Mesa, CA 92626

California Relocation Services
7361 Doig Dr.
Garden Grove, CA 92641

California Van Lines
5811 South San Pedro St.
Los Angeles, CA 90011

David Pena
Cargo Transport Logistics Inc.
6055 E. Washington Blvd., Ste 405
Commerce, CA 90040

Circle Van & Storage, Inc.
3333 East Willow St.
Long Beach, CA 90806

Colt Messenger Service
770 S. Brea Blvd., Ste. 209
Brea, CA 92621

Columbia Van Lines, Inc.
1763 Seabright Ave.
Long Beach, CA 90813

Jeff Posthumus
Commercial Relocation Company
16182 Gothard St., Bldg. B
Huntington Beach, CA 92647

Crest Moving Co.
120 E. 5th St.
Los Angeles, CA 90013

Jackie Mattare
Desert Express Trucking
1679 West 9th St.
Long Beach, CA 90810

Ellen Chess
Facility Environments, Inc.
115 W. California Blvd., # 478
Pasadena, CA 91105

Bryan Migdol
Gemini Moving Specialists
7241 Lankershim Blvd.
North Hollywood, CA 91605

Dana Ciccozzi
Great Freight Inc.
2351 W. 6th St.
Long Beach, CA 90813

Kelly Harrah
Holiday Moving & Storage, Inc.
521 W. 182nd St.
Gardena, CA 90248

Jims Enterprise Moving & Stor., Inc.
2150 East South St.
Long Beach, CA 90805

Ilene Escobedo
Latina Transportation
2130 S. Tubeway Ave.
Commerce, CA 90040

Maggie Mejia
MD Installations International Inc.
954 Nottingham Dr.
Corona, CA 92880

Luis Linares
CP Transporters, Inc.
2966-A East Victoria St.
Rancho Dominguez, CA 90221

Judy Davis
Davis Bacon Material Handling
4436 Worth St.
Los Angeles, CA 90063

William Coffman
Eastern Van Lines
16018 Adelante St., Unit A
Irwindale, CA 91702

Glenn Nabors
G N Transportation Services
P.O. Box 1203
Long Beach, CA 90801

Bobby Richards
Genesis Intermodal Delivery Inc.
2330 Pomona Blvd.
Pomona, CA 91768

David Morris
Health Care Relocations
300 International Dr., Ste. 100
Williamsville, NY 14221

International Living Services
3475 Kelton Ave.
Los Angeles, CA 90034

Steve Hyman
King Relocation Services
13535 Larwin Circle
Santa Fe Springs, CA 90670

Loretta Thomas
Lincoln Moving & Packing Svc.
928 E. 20th St.
Los Angeles, CA 90011

Millennium
600 South Curson Ave. #317
Los Angeles, CA 90036

Ralph Mondragon
Crest Labor Inc.
120 E. 5th St.
Los Angeles, CA 90013

Delancey Street Movers
400 N. Vermont Ave.
Los Angeles, CA 90004

Adrian Hall
Enterprise Moving & Storage
2001 W. 83rd St.
Los Angeles, CA 90047

Linda Kane
G.S. Providers, Inc.
2355 N. Carson St., Ste. 3960
Carson City, NV 89706

John Kim
Gold Point Transportation, Inc.
20250 S. Alameda St.
Rancho Dominguez, CA 90221

David Kearney
Heritage 21st Century Movers
2945 Columbia St.
Torrance, CA 90503

Vicky Gancayco
Jensen Relocation
15611 Condon Ave.
Lawndale, CA 90260

La Habra Relocations, Inc.
566 Vanguard Way, Suite A
Brea, CA 92821

Kyle Keller
Logistx P.O. Box 3262
Santa Fe Springs, CA 90670

Moishe's Moving System
9120 Mason Ave
Chatsworth, CA 91311

Todd O'Connell
Morgan Southern
2340 Southeastern Ave.
Commerce, CA 90040

Edwin Sandoval
Nationwide Trucking
P.O. Box 26338
Los Angeles, CA 90026

O'Neil Relocation
12101 Western Ave.
Garden Grove, CA 92841

Ortiz Brothers Moving & Storage
135 West Avenue 34
Los Angeles, CA 90031

Rob Boissevain
Precision Relocation
16055 Heron Ave.
La Mirada, CA 90638

Relocation Systems
500 S. Hacienda Blvd.
Industry, CA 91747

Eric Ortiz Select Storage Inc.
135 W. Avenue 34
Los Angeles, CA 90031

Eugene Uzomaka
Si-Nor Inc.
3689 Bandini Blvd.
Los Angeles, CA 90023

Specialty Moving Services
P.O. Box 517
Fallbrook, CA 92088

Doug Brown
Sterling Van Lines, Inc.
4550 E. Olympic Blvd.
Los Angeles, CA 90022

John Moses
Mover Services, Inc.
3215 Kallin Ave.
Long Beach, CA 90808

Sal Villanueva
New World Intermodal
7400 E. Slauson Ave., Ste. 400
Commerce, CA 90040

Omega Shipping, Inc.
4379 Sheila St.
Los Angeles, CA 90023

Pacific Van Lines
515 W. Apra St.
Rancho Dominguez, CA 90220

Demetrius Heckard
R and D Options
13416 Crossdale Ave.
Norwalk, CA 90650

Rudd's Transfer & Storage, Inc.
1763 Seabright Ave.
Long Beach, CA 90813

Andres Ventura
Sere Trucking
11410 Danube Ave.
Granada Hills, CA 91344

Joe Torres
Southern-Cal Installations Inc.
2860 E Gretta Ln., Ste. J
Anaheim, CA 92806

Starving Students, Inc.
1850 Sawtelle Blvd. #300
Los Angeles, CA 90025

Chris DuPree
Superior Intermodal Services, Inc.
740 N. Vintage Ave.
Ontario, CA 91764

Mr. Move Moving & Storage
6021 Bandini Blvd.
Commerce, CA 90040

Bobby Richards
Nordic Logistics, LLC
2330 Pomona Blvd.
Pomona, CA 91768

Orth Van & Storage, Inc.
5525 Peck Road
Arcadia, CA 91006

John Valenciano
Patriot Logistics, Inc.
14364 Santa Ana Ave. #C
Fontana, CA 92337

Susan Lukehart
Red Ball Transfer & Storage
7753 Densmore Ave.
Van Nuys, CA 91406

Michael Stadler
S&M Moving Systems
12128 Burke St.
Santa Fe Springs, CA 90670

Melvin Hogan
Shameka Hull Scholarship Fndtn.
20539 S. Vermont Ave., Unit 7
Torrance, CA 90502

Tom Brancato
Specialized Business Systems, Inc.
3423 Casitas Ave.
Los Angeles, CA 90039

Wayne Walker
Steamatic of Los Angeles Co.
10537 Glenoaks Blvd., Ste. A
Pacoima, CA 91331

Sutton Transportation
9165 Glenoaks Blvd.
Sun Valley, CA 91352

Ken Liebowitz
Tab Products Company
2125 E. Katella Ave., Ste. 225
Anaheim, CA 92806

Terri Geml
Torrez Trucking, Inc. 190 E.
Crowther Ave., Ste. B
Placentia, CA 92870

Mark Bora
Tri-State Intermodal Services, LLC
22845 Savi Ranch Pky. #A
Yorba Linda, CA 92887

David Cervantes
Vantez Transport Service
15270 River Rock Dr.
Fontana, CA 92336

Wash Moving Service
1425 Plaza Del Amo
Torrance, CA 90501

Whittier Transfer & Storage Co.,
Inc. 2500 Pacific Park Dr.
Whittier, CA 90601

Williams Transportation Co.
9106 Rose St.
Bellflower, CA 90706

Yarnell Warehouse, Inc.
1590 East Ave. North
Sarasota , FL 34237

ATTACHMENT II

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS PERSONAL PROPERTY AUCTIONEERING 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	Crest Labor, Inc. dba Crest Moving Company		Sterling Van Lines	
CULTURAL/ETHNIC COMPOSITION	% of Ownership	No.	% of Ownership	No.
OWNERS/ PARTNERS:				
Black/African American				
Hispanic/Latino	10%	1		
Asian or Pacific Islander				
American Indian	90%	2		
Filipino				
All others			100%	2
Women (included above)				
MANAGERS:				
Black/African American				
Hispanic/Latino			2	
Asian or Pacific Islander				
American Indian				
Filipino				
All others			2	
Women (included above)				
STAFF:				
Black/African American	11			
Hispanic/Latino	9		18	
Asian or Pacific Islander	0			
American Indian	6			
Filipino	0			
All others	5		9	
Women (included above)	0		4	
TOTAL NUMBER OF EMPLOYEES	34		33	
BUSINESS STRUCTURE	Corporation		Corporation	
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	NO		Yes	



CONTRACT

BY AND BETWEEN COUNTY OF LOS ANGELES

AND

CREST LABOR, INC. dba CREST MOVING COMPANY

FOR

DRAYAGE SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CREST LABOR, INC.
FOR
DRAYAGE SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 200___ by and between the County of Los Angeles, hereinafter referred to as County and Crest Labor, Inc. dba Crest Moving Company, hereinafter referred to as Contractor. Crest Labor, Inc. dba Crest Moving Company is located at 120 East 5th Street Los Angeles, CA 90013.

RECITALS

WHEREAS, pursuant to Government Code Section 31000, the County, through the Board of Supervisors, may contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing Drayage Services; and

WHEREAS, Contractor has submitted a bid to the Treasurer and Tax Collector (TTC) for provision of Drayage Services and based upon competitive sealed bidding, Contractor was the lowest, most responsible bidder, Contractor has been selected for recommendation for award of such Contract; and

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

EXHIBIT A - Statement of Work

EXHIBIT B - Pricing Schedule

EXHIBIT C – Contract Technical Exhibits

EXHIBIT D - Contractor's EEO Certification

EXHIBIT E - County's Administration

EXHIBIT F - Contractor's Administration

EXHIBIT G - Forms Required at the Time of Contract Execution

EXHIBIT H - Jury Service Ordinance

EXHIBIT I - Safely Surrendered Baby Law

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 Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of one (1) year, with up to four (4) one-year and six (6) month-to-month extension options, commencing after execution by County's Board of Supervisors, unless sooner extended or terminated, in whole or in part, as provided in the termination provisions of this Contract. The Contract shall commence on February 2, 2007, following Board of Supervisors' award.
- 4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of County.
- 4.3 The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Contract Sum shall remain firm and fixed for the term of the Contract and shall be the total monetary amount payable by the County to Contractor for the provision of the Services specified herein in accordance with Exhibit B, Pricing Schedule, and shall not exceed \$200,000 for the first year of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or

takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing

Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

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

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

5.5.4 The invoice must include all of the following information:

5.5.4.1 TTC Job Request Number;

5.5.4.2 Estate Number;

5.5.4.3 Estate name and address;

5.5.4.4 Dates of drayage;

5.5.4.5 Starting and Quitting Time of Work Crew;

5.5.4.6 Listing of each employee and number of hours worked;

5.5.4.7 Listing of services performed, itemized by date;

5.5.4.8 Itemization of packing materials used (e.g., rolls of tape, cartons by size, etc.), the quantity of each, and their respective cost; and

5.5.4.9 Total Amount Due.

5.5.5 TTC will not reimburse for rental of any specialty equipment unless previously approved in writing. If such reimbursement is approved, original rental receipts must accompany the invoice.

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

5.5.7 Double driving time will not be paid (i.e., driving time from Contractor's business location to job site and from TTC warehouse to Contractor's business location). Billable hours will commence at the drayage site after the truck(s) arrive(s) and when the work crew begins working and will

terminate when the unloading is complete at the TTC warehouse.

5.5.8 Overtime will not be paid unless specifically ordered and preauthorized by TTC.

5.5.9 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.10 All invoices under this Contract shall be submitted in two (2) copies to the following address:

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

5.5.11 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT – COUNTY COUNTY ADMINISTRATION

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

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.1.3 The Contractor's Project Manager must have two (2) years of experience providing Drayage Services or services equivalent or similar to the Services identified in Exhibit A, Statement of Work.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 All Contractor employees performing work under this Contract shall be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as

changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. 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, and 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.

- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 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.

7.4.5 Disqualification, if any, of Contractor employees, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.4 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Paragraph 7.0, Administration of Contract - Contractor of this Contract.

7.5 Confidentiality

7.5.1 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.

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

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.5.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Work, Term, or Commission Rate or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Contract Administrator.
- 8.1.2 For any change which affects the Work, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the Treasurer and Tax Collector.
- 8.1.3 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 changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector.
- 8.1.4 The Treasurer and Tax Collector may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector.
- 8.1.5 For any change which affects the Term of Contract or Contract Sum included in this Contract, a negotiated amendment shall be prepared therefore, executed by Contractor, and thereafter by County's Board of

Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed twenty percent (20%) 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.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations,

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within 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.

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

8.5.3 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 for County approval.

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

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

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 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.

8.6.2 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.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed

in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the 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.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the 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 Sub-paragraph shall be a material breach of this Contract.

**8.10 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.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the

Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and County shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of

the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

8.15 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.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 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 Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to 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.

8.19 FAIR LABOR STANDARDS

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

8.20 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.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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.

8.21.3 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.

8.21.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 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.

8.23 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.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector

Contracts Section

500 West Temple Street, Room 464

Los Angeles, California 90012

15 days prior to commencing services under this Contract.

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- 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;

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

8.23.2 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.

8.23.3 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.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- 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.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- 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 County’s Project Manager.
- 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.

8.23.5 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.

8.23.6 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:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or

- 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.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 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

8.24.2 Automobile Liability 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”.

8.24.3 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

8.24.4 CRIME COVERAGE

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

Employee Dishonesty: \$100,000

Theft, Disappearance and Destruction: \$100,000

Burglary and Robbery: \$100,000

8.25 LIQUIDATED DAMAGES

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

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the

Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this 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.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the

end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this 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.
- 8.27.8 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.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

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

8.34 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.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California

Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 PUBLICITY

- 8.36.1 The Contractor shall not disclose any details in connection with this 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:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this 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 record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the 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.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy

of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 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 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.

FINANCIAL STATEMENTS AND LITIGATION PENDING

Ninety (90) calendar days prior to the expiration date of each one (1) year term of this Contract, Contractor shall submit to TTC a complete set of financial statements for the most current 12-month period.

The set of statements should include, at a minimum, Contractor's Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations) and Retained Earnings Statement. In the event audited financial statements are available, they should be submitted to meet this requirement. In addition, the Contractor will be required to submit a statement regarding any pending litigation and the outcome of any litigation since the Contractor last reported same to TTC. TTC reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

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

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

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every

Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Treasurer and Tax Collector – Contracts Section
500 West Temple Street, Room 464
Los Angeles, California, 90012
e-mail address: contracts@ttc.lacounty.gov
fax # (213) 687-4857

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

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

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, 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 Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this 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-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 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.

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

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by

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

8.47 VALIDITY

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

8.48 USE OF COUNTY SEAL AND/OR TTC'S LOGO

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 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.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

9.2.4 If the 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 the County any difference between the contract amount 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), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect,

copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages,

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

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: CREST LABOR, INC.

By _____
Name

General Manager
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The County of Los Angeles Treasurer and Tax Collector (TTC), also serves as the Public Administrator (PA), and is responsible for administering decedent estates in accordance with the California Probate Code §7600 et seq. TTC also provides administrative services under agreement for the County Public Guardian. When an estate property requires Drayage Services i.e., packing, moving and/or hauling of household goods, the Public Administrator coordinates with a drayage vendor and directs the packing and crating of personal property designated for storage in TTC's Warehouse, located in Pico Rivera, CA, until it becomes necessary to sell or otherwise legally dispose of the property.
- 1.2 The Contractor will be required to provide all services associated with the packing and moving of household goods (decedent and conservatee personal property) and other items that may be found on an estate site. The Contractor will be required, under the direction of TTC staff at the drayage site, to pack, box, crate, load and transport the personal property to TTC's Warehouse located at 9536 Brasher Street, Pico Rivera, CA 90660. Crates must be delivered to the warehouse in sufficient time to be unloaded by TTC staff before 4:00 p.m. on the same day of the drayage. No estate property shall remain with the Contractor overnight. If necessary, empty crates shall be loaded by TTC staff on Contractor's truck(s) for the next day's drayage activities.
- 1.3 Under no circumstances, regardless of value, is it allowable for Contractor or its employees to salvage any estate items for personal or other use. If any articles of value or of a salvageable nature are found, such articles shall be immediately turned over to TTC. Any employee found to be in violation of this requirement shall be subject to immediate removal from the Contract.
- 1.4 Services shall be provided in strict accordance with all applicable laws and regulations and in conformity with industry standards. Contractor shall possess and maintain in an updated and current status during the term of the Contract, all required licenses and permits, and shall forward copies of current and

periodically updated licenses and permits to TTC as evidence of regulatory compliance. Required licenses and permits include, but are not limited to the following:

- 1.4.1 Valid California Public Utilities Commission (PUC) Household Goods Carrier Permit;
- 1.4.2 City, County and State permits and licenses for all equipment and operations, as required by local jurisdictions;
- 1.4.3 Valid California driver's licenses to be possessed by all Contractor's drivers.

2.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

2.1 The TTC shall assign a County Project Manager to provide overall management and coordination of the Contract, act as the central liaison for the TTC and the County, and monitor the Contractor's compliance with the Contract and overall performance with regards to all of the required services. TTC shall provide a County Project Manager, who will provide all day-to-day operational instructions and information, including scheduling and coordination of all Drayage Services requests, and will serve as the Contractor's primary point-of-contact for issues and questions affecting the provision of contracted services.

2.2 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County, of the Contract. Specific duties will include; but are not limited to:

- 2.2.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 2.2.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 2.2.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments of the Contract.

CONTRACTOR

- 2.3 The Contractor is responsible for providing the training and supervision of the personnel assigned to perform services under the Contract. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the responsibility to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of TTC, should be removed from the performance of services related to the Contract, shall be immediately removed upon the written request of the TTC Contract Administrator.
- 2.4 All personnel who provide services pursuant to the Contract must sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G in the 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 County Project Manager within five (5) business days of Contract award and of assigning a Contractor employee to TTC's Contract.
- 2.5 All Contractor employees performing work under this Contract, pursuant to the Contract, Subparagraph 7.4, Background and Security Investigations, shall be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but is not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, conviction of bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury or possession or sale of, or attempt to sell, a controlled substance or possession or sale of, or attempt to sell stolen property or any felony conviction or conviction of a misdemeanor involving moral turpitude and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, whether or not the Contractor's employees pass or fail the background clearance investigation.

2.6 The Contractor shall ensure a high standard of conduct of its personnel; including compliance at all times with any applicable State and Federal regulations related to the specific requirements of this Contract. The Contractor represents and warrants that the firm, its agents and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with Contractor's duties under this Contract. The Contractor, the Contractor's employees, and relatives of the Contractor or Contractor's employees, e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild or domestic partner, are specifically prohibited from the following activities:

2.6.1 Directly or indirectly purchasing property from any TTC Public Administrator auction or sale;

2.6.2 Entering into business partnerships with or soliciting or accepting business from any TTC employee; and

2.6.3 Renting or leasing any real property managed by the Public Administrator.

2.7 **Project Manager**

2.7.1 Contractor shall provide a full-time Project Manager and a designated Alternate Project Manager (Alternate). County must have access to the Project Manager or Alternate throughout the Term of Contract. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 7:00 a.m. through 4:00 p.m. each and every business day.

2.7.2 Project Manager/Alternate shall act as a central point of contact with the County.

2.7.3 Project Manager/Alternate shall have at least two (2) years of experience in providing Drayage Services.

2.7.4 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

2.8 **Personnel**

- 2.8.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on the drayage site shall be authorized to act for Contractor in every detail and must speak and understand English fluently.**
- 2.8.2 Contractor shall be required to perform background checks on their employees as set forth in Sub-paragraph 7.4 – Background & Security Investigations, of the Contract.
- 2.8.3 Each drayage crew (minimum of two Contractor staff) shall have a responsible lead person to supervise the crew. Such lead person must speak English fluently, shall be able to receive and understand oral and/or written instructions from TTC staff, and must have the ability to deliver those instructions accurately to the crew members.
- 2.8.4 TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

2.9 **Uniforms/Identification Badges**

- 2.9.1 Contractor employees assigned to County Drayage Services shall wear an appropriate uniform at all times, which shall consist, at minimum, of a shirt with the company name and/or logo on it. Uniform pants are optional. All uniforms, as required and approved by the County Project Manager or his/her designee, will be provided by and at Contractor's expense.
- 2.9.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

2.10 **Materials and Equipment**

The purchase of all materials and equipment to provide the needed services, except the crates and furniture pads provided by TTC, is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe and appropriate for packing, moving and storage of personal goods, safe for the environment and safe for use by the Contractor's employees as needed.

2.11 **Training**

- 2.11.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

2.11.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to CALOSHA standards.

2.12 **Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.** Contractor's dispatch personnel must notify County Project Manager immediately of any truck breakdown or other problem with equipment or staffing during the course of providing drayage services. Dispatch or other Contractor personnel must keep County Project Manager informed during Contractor's resolution of the problem.

3.0 DRAYAGE SERVICES

- 3.1 The Contractor shall provide services on a daily basis, Monday through Friday and accommodate a request for drayage with less than a one-business day's prior notice, i.e., notice could be made by telephone call or fax before the end of business, 4:00 p.m., on a given day with a request for services scheduled for 7:00 a.m. the following business day.
- 3.2 The Contractor shall adhere to scheduled drayage appointments with appropriate equipment and manpower and must notify the County Project Manager or his/her designee immediately, if Contractor is unable to provide scheduled drayage.
- 3.3 The Contractor shall respond to emergencies during the business day within two (2) hours of being notified by TTC. For example a call for services at 9:00 a.m. should be responded to no later than 11:00 a.m. the same business day).
- 3.4 The Contractor shall notify the County Project Manager, or his/her designee, in the event TTC staff is not present at the scheduled start time; TTC staff must be on site while work by Contractor is being performed.
- 3.5 The Contractor must be able to provide up to three (3) trucks, of sufficient size,

to carry out drayage services, yet be capable of maneuvering on residential streets and in mobile home parks. Trucks should be equipped with a flat bed approximately 15' to 20' in length, and have the capacity to handle three to four moving crates having dimensions of 7'h x 7'w x 5'd.

- 3.6 The Contractor shall determine the appropriate crew, number and size of trucks, and appropriate packing materials based upon the information received from TTC staff regarding the Drayage for a scheduled site. TTC initiates all drayage requests by telephone. This request will identify the specific estate, contain information regarding the estimated volume of property to be drayed and an estimate for the duration of the operation.
- 3.7 The Contractor shall furnish all required trucks, all packing materials, e.g. packing boxes of various sizes, packing tape and bubble wrap. TTC will supply the moving crates and furniture blankets. Contractor must arrive at the drayage site at the scheduled time and use its best efforts to complete the drayage in the time estimated. The Contractor shall ensure that its employees will perform services in a timely manner and not unnecessarily delay either the start of a job or the completion of a job.
- 3.8 Under the direction of TTC staff at the drayage site, the Contractor will be required to provide all services associated with the packing and moving of household goods, i.e., decedent and conservatee personal property. The Contractor shall pack, box, crate, load and transport the personal property to the TTC warehouse. The Contractor shall perform these services in a manner consistent with industry standards that will prevent damage to estate or TTC property. The Contractor shall be responsible for any damage to property belonging to an estate sustained during the drayage operation by Contractor staff. In the event of any damage, the Contractor shall provide all needed information to assist the PA Deputy in development of supporting documentation of the incident.
- 3.9 The Contractor shall not opt out of a scheduled drayage due to complexity of a job or condition of a job or job site.
- 3.10 The Contractor shall provide and have available waterproof coverings for crated property to prevent water damage from rain.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Project Manager for review. The plan shall include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to the County upon request.
- 4.3 TTC expects a high standard of performance from the Contractor for the required services. TTC will work with the Contractor to help resolve any areas of difficulty brought to the attention of TTC by the Contractor before the allowable deviation from the acceptable standard occurs. However, the Contractor is expected to comply with all of the terms of any resultant contract, not just the specific service requirements set forth in the Performance Requirements Summary Chart (Technical Exhibit 2 of Exhibit C) of the Contract.
- 4.4 On an ongoing basis the Contractor's performance will be compared to the contract standards and Acceptable Quality Levels (AQLs). TTC may use a variety of inspection methods to evaluate the Contractor's performance, including random sampling, one hundred percent inspection of its output items on a periodic basis, whether daily, weekly, monthly, quarterly, semi-annually or annually as determined necessary to assure a sufficient evaluation of the Contractor's performance, reviews of reports and files, and/or investigation of complaints from TTC staff or the public.
- 4.5 TTC shall, on a regular basis, monitor the Contractor's performance of the required services. The Performance Requirements Summary Chart (Technical Exhibit 2 of Exhibit C), of the Contract, displays major components of the required drayage services that will be monitored by TTC during the term of this contract. The chart indicates the required services and Statement of Work or Contract reference, the standard of performance, maximum deviation from the standard before service will be determined unsatisfactory, TTC's typical method of monitoring, and the unsatisfactory performance deduction that may be assessed

if the service is not satisfactorily provided. Monitoring of the Contractor's performance will include, but will not be limited to the following:

- 4.5.1 Compliance with Contract terms;
 - 4.5.2 Ability to provide the Contract services;
 - 4.5.3 Adherence to schedules and appointments;
 - 4.5.4 Ability to respond with appropriate crew, truck(s), and packing materials.
- 4.6 Penalties in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150) per hour per incident may be imposed at the discretion of the TTC when Contractor is responsible for the delay in completion of a job for reasons including, but not limited to the following:
- 4.6.1 Contractor's crew arrives late to a scheduled job, delaying the start of a drayage;
 - 4.6.2 Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck(s) and materials necessary to complete the drayage;
 - 4.6.3 Contractor's employees intentionally delay the start or completion of a job; or negligently handle the work and/or estate property.
 - 4.6.4 The imposition of any and all penalties will be properly documented by TTC and the dollar amount will be deducted from the payment of the Contractor's invoices.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan of the Contract.

5.1 Meetings

Contractor is required to attend any regularly scheduled and/or agreed upon meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.2 Contract Discrepancy Report (Technical Exhibit 1 of Exhibit C)

Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) business days.

5.3 County Observations

Departmental contracting staff and other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, County personnel may not unreasonably interfere with the Contractor's performance.

EXHIBIT B

DRAYAGE SERVICES PRICE QUOTATION SHEET

Crest Labor, Inc. dba Crest Moving Company

1. <u>Labor</u>	<u>Price</u>	<u>*Overtime Price</u>
2 men and 1 truck	\$ <u>61.00</u> /hour	\$ <u>91.50</u> /hour
Additional man	\$ <u>20.00</u> /hour	\$ <u>30.00</u> /hour
2. <u>Supplies</u>		<u>Price</u>
Carton - Small (approx. 1.5 Cu. Ft.)		\$ <u>1.35</u> /each
Carton - Medium (approx. 3.0 Cu. Ft.)		\$ <u>1.87</u> /each
Carton - Large (approx. 6.0 Cu. Ft.)		\$ <u>2.12</u> /each
Tape - Packing (2" wide)		\$ <u>2.86</u> /roll
3. <u>Special Items</u>	<u>Price</u>	<u>*Overtime Price</u>
1 man and 1 truck	\$ <u>41.00</u> /hour	\$ <u>61.50</u> /hour
Carton - Dish Pack	\$ <u>2.25</u> /each	

*** Overtime rates will not be paid unless specifically ordered and preauthorized by TTC, overtime begins after an eight hour day.**

EXHIBIT C

CONTRACT TECHNICAL EXHIBITS

**EXHIBIT C
TECHNICAL EXHIBITS
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PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS		STANDARD OF PERFORMANCE	MAXIMUM ALLOWED DEVIATION (AQL) %	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE INDICATOR FOR EXCEEDING AQL
CONTRACT SECTION:					
7.1.1	Contractor's Project Manager	Notify TTC of changes, in name or address, within 5 business days.	None	Review of reports and files.	\$50 per day that notification is late.
8.24	Insurance Coverage Requirements	Insurance coverage maintained as required.	None	Receipt and review of insurance and documentation.	\$100 per day; Contract termination at TTC's option.
8.25.5	Submit financial statements	Provide required statements according to schedule.	1 business day late	Review of reports.	\$50 per each day late.
8.37	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	None	Inspection of files	\$50 per occurrence
8.39	Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	None	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
EXHIBIT A – STATEMENT OF WORK SECTION:					
1.3	Prohibition from salvaging abandoned property	Under no circumstance, regardless of value, is it allowable for Contractor or its employees to salvage items for personal or other use.	None	On-site observation; reports by TTC staff.	Value of item removed assessed to Contractor; removal of individual from Contract
1.4.1	Valid PUC Household Goods Carrier Permit	Current and valid permit maintained.	None	Receipt and review of documentation.	\$100 per day without permit; Contract termination at TTC's option.
1.4.3	Staff drivers possess valid California Driver's License	All Contractor's drivers shall possess valid California Driver's License	None	On-site observation; reports by TTC staff.	\$100 per day per driver without valid license; removal of individual as driver.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS		STANDARD OF PERFORMANCE	MAXIMUM ALLOWED DEVIATION (AQL) %	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE INDICATOR FOR EXCEEDING AQL
2.4	Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided within 5 business days.	None	Receipt and review of documentation; complaints.	\$100 per day per employee when form not signed. \$1,000 per unauthorized release of information.
2.5	Background check on all personnel performing services.	Documentation of background check provided prior to providing services.	None	Receipt and review of documentation.	\$100 per day per employee when documentation not provided.
3.1	Compliance with services to be provided on a daily basis	Contractor shall respond for a drayage job with less than a one-business day's prior notice from TTC.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay.
3.2	Adherence to appointments and providing appropriate resources	Contractor shall adhere to scheduled appointments with appropriate equipment and manpower, and must notify the TTC Public Administrator immediately, if Contractor is unable to adhere to scheduled Drayage Services.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay.
3.3	Compliance with emergency requests	Contractor shall respond during the business day within 2 hours of being notified by TTC.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay.
3.9	Compliance with Drayage Services	Contractor may not opt out of a scheduled drayage.	None	On-site monitoring; report by TTC staff.	Contract termination at TTC's option.
4.6.2	Penalties	Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck and materials necessary to	None	On-site monitoring; reported by TTC staff.	\$150 per hour per incident for Contractor delay.
4.6.3	Compliance with Drayage Schedule	Contractor shall not delay completion of a job due to employee's tardiness nor intentionally delay a job; nor provide insufficient staff or materials.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay after assigned start time.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS		STANDARD OF PERFORMANCE	MAXIMUM ALLOWED DEVIATION (AQL) %	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE INDICATOR FOR EXCEEDING AQL
5.1	Meetings	Contractor is required to attend any previously scheduled and/or agreed upon meetings.	None	Attendance	\$50.00 per occurrence

CONTRACTOR'S EEO CERTIFICATIONCrest Labor, Inc.

Contractor Name

120 E. 5th Street, Los Angeles, CA 90013

Address

95-2771200

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

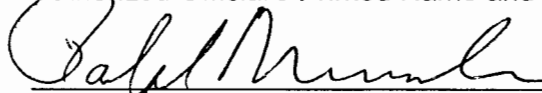
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Ralph Mondragon, General Manager

Authorized Official's Printed Name and Title



Authorized Official's Signature

11-21-06

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Craig R. Hendrickson
Title: Chief, Public Administrator Operations
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0404
Facsimile: (213) 617-7580
E-Mail Address: chendrickson@ttc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ilse E. Hipfel
Title: Assistant Operations Chief
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0419
Facsimile: (213) 617-7580
E-Mail Address: ihipfel@ttc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Ken Blue
Title: Warehouse Supervisor
Address: 9536 Brasher Street
Pico Rivera, CA 90660
Telephone: (562) 632-0234
Facsimile: (562) 695-9875
E-Mail Address: kblue@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Crest Labor, Inc. dba Crest Moving Company**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Ralph MondragonTitle: General ManagerAddress: 120 East 5th StreetLos Angeles, CA 90013Telephone: (213) 626-7671Facsimile: (213) 626-1295E-Mail Address: crestmoving@aol.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Ralph MondragonTitle: General ManagerAddress: 120 East 5th StreetLos Angeles, CA 90013Telephone: (213) 626-7671Facsimile: (213) 626-1295E-Mail Address: crestmoving@aol.comName: Donald ElliottTitle: Office ManagerAddress: 120 East 5th StreetLos Angeles, CA 90013Telephone: (213) 626-7671Facsimile: (213) 626-1295E-Mail Address: crestmoving@aol.com**Notices to Contractor shall be sent to the following:**Name: Ralph MondragonTitle: General ManagerAddress: 120 East 5th StreetLos Angeles, CA 90013Telephone: (213) 626-7671Facsimile: (213) 626-1295E-Mail Address: crestmoving@aol.com

Exhibits for Contract - Drayage Services

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if 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 full-time 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.
- 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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 Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

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.

SAFELY SURRENDERED BABY LAW

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**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saerz, 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.

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.

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.

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.

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



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

Glória 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 también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿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.

**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.**

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.



CONTRACT

BY AND BETWEEN COUNTY OF LOS ANGELES

AND

STERLING VAN LINES, INC.

FOR

DRAYAGE SERVICES

**CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
STERLING VAN LINES, Inc.
FOR
DRAYAGE SERVICES**

This Contract and Exhibits made and entered into this ___ day of _____, 200___ by and between the County of Los Angeles, hereinafter referred to as County and Sterling Van Lines, Inc., hereinafter referred to as Contractor. Sterling Van Lines, Inc. is located at 4550 East Olympic Blvd. Los Angeles, CA 90022.

RECITALS

WHEREAS, pursuant to Government Code Section 31000, the County, through the Board of Supervisors, may contract for special services; and

WHEREAS, the Contractor is a private firm specializing in providing Drayage Services; and

WHEREAS, Contractor has submitted a bid to the Treasurer and Tax Collector (TTC) for provision of Drayage Services and based upon competitive sealed bidding, Contractor was the lowest, most responsible bidder, Contractor has been selected for recommendation for award of such Contract; and

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

EXHIBIT A - Statement of Work

EXHIBIT B - Pricing Schedule

EXHIBIT C – Contract Technical Exhibits

EXHIBIT D - Contractor's EEO Certification

EXHIBIT E - County's Administration

EXHIBIT F - Contractor's Administration

EXHIBIT G - Forms Required at the Time of Contract Execution

EXHIBIT H - Jury Service Ordinance

EXHIBIT I - Safely Surrendered Baby Law

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 Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of one (1) year, with up to four (4) one-year and six (6) month-to-month extension options, commencing after execution by County's Board of Supervisors, unless sooner extended or terminated, in whole or in part, as provided in the termination provisions of this Contract. The Contract shall commence on February 2, 2007, following Board of Supervisors' award.
- 4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of County.
- 4.3 The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The Contract Sum shall remain firm and fixed for the term of the Contract and shall be the total monetary amount payable by the County to Contractor for the provision of the Services specified herein in accordance with Exhibit B, Pricing Schedule, and shall not exceed \$200,000 for the first year of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or

takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing

Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

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

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

5.5.4 The invoice must include all of the following information:

5.5.4.1 TTC Job Request Number;

5.5.4.2 Estate Number;

5.5.4.3 Estate name and address;

5.5.4.4 Dates of drayage;

5.5.4.5 Starting and Quitting Time of Work Crew;

5.5.4.6 Listing of each employee and number of hours worked;

5.5.4.7 Listing of services performed, itemized by date;

5.5.4.8 Itemization of packing materials used (e.g., rolls of tape, cartons by size, etc.), the quantity of each, and their respective cost; and

5.5.4.9 Total Amount Due.

5.5.5 TTC will not reimburse for rental of any specialty equipment unless previously approved in writing. If such reimbursement is approved, original rental receipts must accompany the invoice.

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

5.5.7 Double driving time will not be paid (i.e., driving time from Contractor's business location to job site and from TTC warehouse to Contractor's business location). Billable hours will commence at the drayage site after the truck(s) arrive(s) and when the work crew begins working and will

terminate when the unloading is complete at the TTC warehouse.

5.5.8 Overtime will not be paid unless specifically ordered and preauthorized by TTC.

5.5.9 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.10 All invoices under this Contract shall be submitted in two (2) copies to the following address:

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

5.5.11 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT – COUNTY COUNTY ADMINISTRATION

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

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.1.3 The Contractor's Project Manager must have two (2) years of experience providing Drayage Services or services equivalent or similar to the Services identified in Exhibit A, Statement of Work.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 All Contractor employees performing work under this Contract shall be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as

changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. 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, and 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.

- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 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.

7.4.5 Disqualification, if any, of Contractor employees, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Subparagraph 7.4 and when changes occur in staffing or as requested by TTC. Contractor shall comply with Paragraph 7.0, Administration of Contract - Contractor of this Contract.

7.5 Confidentiality

7.5.1 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.

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

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.5.3 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Work, Term, or Commission Rate or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Contract Administrator.
- 8.1.2 For any change which affects the Work, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the Treasurer and Tax Collector.
- 8.1.3 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 changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector.
- 8.1.4 The Treasurer and Tax Collector may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector.
- 8.1.5 For any change which affects the Term of Contract or Contract Sum included in this Contract, a negotiated amendment shall be prepared therefore, executed by Contractor, and thereafter by County's Board of

Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed twenty percent (20%) 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.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations,

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within 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.

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

8.5.3 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 for County approval.

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

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

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 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.

8.6.2 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.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed

in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the 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.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the 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 Sub-paragraph shall be a material breach of this Contract.

**8.10 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.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the

Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and County shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of

the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

8.15 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.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 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 Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to 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.

8.19 FAIR LABOR STANDARDS

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

8.20 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.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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.

8.21.3 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.

8.21.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 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.

8.23 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.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector

Contracts Section

500 West Temple Street, Room 464

Los Angeles, California 90012

15 days prior to commencing services under this Contract.

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- 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;

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

8.23.2 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.

8.23.3 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.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- 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.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- 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 County’s Project Manager.
- 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.

8.23.5 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.

8.23.6 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:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or

- 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.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 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

8.24.2 Automobile Liability 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”.

8.24.3 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

8.24.4 CRIME COVERAGE

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

Employee Dishonesty: \$100,000

Theft, Disappearance and Destruction: \$100,000

Burglary and Robbery: \$100,000

8.25 LIQUIDATED DAMAGES

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

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the

Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this 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.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the

end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this 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.

8.27.8 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.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

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

8.34 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.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California

Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this 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:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this 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 record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the 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.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy

of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 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 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.

FINANCIAL STATEMENTS AND LITIGATION PENDING

Ninety (90) calendar days prior to the expiration date of each one (1) year term of this Contract, Contractor shall submit to TTC a complete set of financial statements for the most current 12-month period.

The set of statements should include, at a minimum, Contractor's Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations) and Retained Earnings Statement. In the event audited financial statements are available, they should be submitted to meet this requirement. In addition, the Contractor will be required to submit a statement regarding any pending litigation and the outcome of any litigation since the Contractor last reported same to TTC. TTC reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

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

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

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every

Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Treasurer and Tax Collector – Contracts Section
500 West Temple Street, Room 464
Los Angeles, California, 90012
e-mail address: contracts@ttc.lacounty.gov
fax # (213) 687-4857

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

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

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, 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 Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this 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-paragraph 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 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.

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

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor’s performance hereunder or by

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

8.47 VALIDITY

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

8.48 USE OF COUNTY SEAL AND/OR TTC'S LOGO

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

Contractor for the purpose of securing business.

- 8.50.2 For breach of this warranty, the 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 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.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

9.2.4 If the 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 the County any difference between the contract amount 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), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect,

copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages,

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

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **STERLING VAN LINES**

By _____
Name

Contracts Officer
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The County of Los Angeles Treasurer and Tax Collector (TTC), also serves as the Public Administrator (PA), and is responsible for administering decedent estates in accordance with the California Probate Code §7600 et seq. TTC also provides administrative services under agreement for the County Public Guardian. When an estate property requires Drayage Services i.e., packing, moving and/or hauling of household goods, the Public Administrator coordinates with a drayage vendor and directs the packing and crating of personal property designated for storage in TTC's Warehouse, located in Pico Rivera, CA, until it becomes necessary to sell or otherwise legally dispose of the property.
- 1.2 The Contractor will be required to provide all services associated with the packing and moving of household goods (decedent and conservatee personal property) and other items that may be found on an estate site. The Contractor will be required, under the direction of TTC staff at the drayage site, to pack, box, crate, load and transport the personal property to TTC's Warehouse located at 9536 Brasher Street, Pico Rivera, CA 90660. Crates must be delivered to the warehouse in sufficient time to be unloaded by TTC staff before 4:00 p.m. on the same day of the drayage. No estate property shall remain with the Contractor overnight. If necessary, empty crates shall be loaded by TTC staff on Contractor's truck(s) for the next day's drayage activities.
- 1.3 Under no circumstances, regardless of value, is it allowable for Contractor or its employees to salvage any estate items for personal or other use. If any articles of value or of a salvageable nature are found, such articles shall be immediately turned over to TTC. Any employee found to be in violation of this requirement shall be subject to immediate removal from the Contract.
- 1.4 Services shall be provided in strict accordance with all applicable laws and regulations and in conformity with industry standards. Contractor shall possess and maintain in an updated and current status during the term of the Contract, all required licenses and permits, and shall forward copies of current and

periodically updated licenses and permits to TTC as evidence of regulatory compliance. Required licenses and permits include, but are not limited to the following:

- 1.4.1 Valid California Public Utilities Commission (PUC) Household Goods Carrier Permit;
- 1.4.2 City, County and State permits and licenses for all equipment and operations, as required by local jurisdictions;
- 1.4.3 Valid California driver's licenses to be possessed by all Contractor's drivers.

2.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

2.1 The TTC shall assign a County Project Manager to provide overall management and coordination of the Contract, act as the central liaison for the TTC and the County, and monitor the Contractor's compliance with the Contract and overall performance with regards to all of the required services. TTC shall provide a County Project Manager, who will provide all day-to-day operational instructions and information, including scheduling and coordination of all Drayage Services requests, and will serve as the Contractor's primary point-of-contact for issues and questions affecting the provision of contracted services.

2.2 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County, of the Contract. Specific duties will include; but are not limited to:

- 2.2.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 2.2.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 2.2.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments of the Contract.

CONTRACTOR

- 2.3 The Contractor is responsible for providing the training and supervision of the personnel assigned to perform services under the Contract. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the responsibility to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of TTC, should be removed from the performance of services related to the Contract, shall be immediately removed upon the written request of the TTC Contract Administrator.
- 2.4 All personnel who provide services pursuant to the Contract must sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G in the 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 County Project Manager within five (5) business days of Contract award and of assigning a Contractor employee to TTC's Contract.
- 2.5 All Contractor employees performing work under this Contract, pursuant to the Contract, Subparagraph 7.4, Background and Security Investigations, shall be required to undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but is not limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, conviction of bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury or possession or sale of, or attempt to sell, a controlled substance or possession or sale of, or attempt to sell stolen property or any felony conviction or conviction of a misdemeanor involving moral turpitude and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, whether or not the Contractor's employees pass or fail the background clearance investigation.

2.6 The Contractor shall ensure a high standard of conduct of its personnel; including compliance at all times with any applicable State and Federal regulations related to the specific requirements of this Contract. The Contractor represents and warrants that the firm, its agents and employees will not engage in any activity or enterprise giving rise to an actual or apparent conflict of interest with Contractor's duties under this Contract. The Contractor, the Contractor's employees, and relatives of the Contractor or Contractor's employees, e.g., father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild or domestic partner, are specifically prohibited from the following activities:

2.6.1 Directly or indirectly purchasing property from any TTC Public Administrator auction or sale;

2.6.2 Entering into business partnerships with or soliciting or accepting business from any TTC employee; and

2.6.3 Renting or leasing any real property managed by the Public Administrator.

2.7 **Project Manager**

2.7.1 Contractor shall provide a full-time Project Manager and a designated Alternate Project Manager (Alternate). County must have access to the Project Manager or Alternate throughout the Term of Contract. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 7:00 a.m. through 4:00 p.m. each and every business day.

2.7.2 Project Manager/Alternate shall act as a central point of contact with the County.

2.7.3 Project Manager/Alternate shall have at least two (2) years of experience in providing Drayage Services.

2.7.4 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate, in English, both orally and in writing.

2.8 **Personnel**

- 2.8.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on the drayage site shall be authorized to act for Contractor in every detail and must speak and understand English fluently.**
- 2.8.2 Contractor shall be required to perform background checks on their employees as set forth in Sub-paragraph 7.4 – Background & Security Investigations, of the Contract.
- 2.8.3 Each drayage crew (minimum of two Contractor staff) shall have a responsible lead person to supervise the crew. Such lead person must speak English fluently, shall be able to receive and understand oral and/or written instructions from TTC staff, and must have the ability to deliver those instructions accurately to the crew members.
- 2.8.4 TTC shall have the right to approve the assignment or replacement of any personnel recommended by the Contractor.

2.9 **Uniforms/Identification Badges**

- 2.9.1 Contractor employees assigned to County Drayage Services shall wear an appropriate uniform at all times, which shall consist, at minimum, of a shirt with the company name and/or logo on it. Uniform pants are optional. All uniforms, as required and approved by the County Project Manager or his/her designee, will be provided by and at Contractor's expense.
- 2.9.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

2.10 **Materials and Equipment**

The purchase of all materials and equipment to provide the needed services, except the crates and furniture pads provided by TTC, is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe and appropriate for packing, moving and storage of personal goods, safe for the environment and safe for use by the Contractor's employees as needed.

2.11 **Training**

- 2.11.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

2.11.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to CALOSHA standards.

2.12 **Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.** Contractor's dispatch personnel must notify County Project Manager immediately of any truck breakdown or other problem with equipment or staffing during the course of providing drayage services. Dispatch or other Contractor personnel must keep County Project Manager informed during Contractor's resolution of the problem.

3.0 DRAYAGE SERVICES

- 3.1 The Contractor shall provide services on a daily basis, Monday through Friday and accommodate a request for drayage with less than a one-business day's prior notice, i.e., notice could be made by telephone call or fax before the end of business, 4:00 p.m., on a given day with a request for services scheduled for 7:00 a.m. the following business day.
- 3.2 The Contractor shall adhere to scheduled drayage appointments with appropriate equipment and manpower and must notify the County Project Manager or his/her designee immediately, if Contractor is unable to provide scheduled drayage.
- 3.3 The Contractor shall respond to emergencies during the business day within two (2) hours of being notified by TTC. For example a call for services at 9:00 a.m. should be responded to no later than 11:00 a.m. the same business day).
- 3.4 The Contractor shall notify the County Project Manager, or his/her designee, in the event TTC staff is not present at the scheduled start time; TTC staff must be on site while work by Contractor is being performed.
- 3.5 The Contractor must be able to provide up to three (3) trucks, of sufficient size,

to carry out drayage services, yet be capable of maneuvering on residential streets and in mobile home parks. Trucks should be equipped with a flat bed approximately 15' to 20' in length, and have the capacity to handle three to four moving crates having dimensions of 7'h x 7'w x 5'd.

- 3.6 The Contractor shall determine the appropriate crew, number and size of trucks, and appropriate packing materials based upon the information received from TTC staff regarding the Drayage for a scheduled site. TTC initiates all drayage requests by telephone. This request will identify the specific estate, contain information regarding the estimated volume of property to be drayed and an estimate for the duration of the operation.
- 3.7 The Contractor shall furnish all required trucks, all packing materials, e.g. packing boxes of various sizes, packing tape and bubble wrap. TTC will supply the moving crates and furniture blankets. Contractor must arrive at the drayage site at the scheduled time and use its best efforts to complete the drayage in the time estimated. The Contractor shall ensure that its employees will perform services in a timely manner and not unnecessarily delay either the start of a job or the completion of a job.
- 3.8 Under the direction of TTC staff at the drayage site, the Contractor will be required to provide all services associated with the packing and moving of household goods, i.e., decedent and conservatee personal property. The Contractor shall pack, box, crate, load and transport the personal property to the TTC warehouse. The Contractor shall perform these services in a manner consistent with industry standards that will prevent damage to estate or TTC property. The Contractor shall be responsible for any damage to property belonging to an estate sustained during the drayage operation by Contractor staff. In the event of any damage, the Contractor shall provide all needed information to assist the PA Deputy in development of supporting documentation of the incident.
- 3.9 The Contractor shall not opt out of a scheduled drayage due to complexity of a job or condition of a job or job site.
- 3.10 The Contractor shall provide and have available waterproof coverings for crated property to prevent water damage from rain.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Project Manager for review. The plan shall include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to the County upon request.
- 4.3 TTC expects a high standard of performance from the Contractor for the required services. TTC will work with the Contractor to help resolve any areas of difficulty brought to the attention of TTC by the Contractor before the allowable deviation from the acceptable standard occurs. However, the Contractor is expected to comply with all of the terms of any resultant contract, not just the specific service requirements set forth in the Performance Requirements Summary Chart (Technical Exhibit 2 of Exhibit C) of the Contract.
- 4.4 On an ongoing basis the Contractor's performance will be compared to the contract standards and Acceptable Quality Levels (AQLs). TTC may use a variety of inspection methods to evaluate the Contractor's performance, including random sampling, one hundred percent inspection of its output items on a periodic basis, whether daily, weekly, monthly, quarterly, semi-annually or annually as determined necessary to assure a sufficient evaluation of the Contractor's performance, reviews of reports and files, and/or investigation of complaints from TTC staff or the public.
- 4.5 TTC shall, on a regular basis, monitor the Contractor's performance of the required services. The Performance Requirements Summary Chart (Technical Exhibit 2 of Exhibit C), of the Contract, displays major components of the required drayage services that will be monitored by TTC during the term of this contract. The chart indicates the required services and Statement of Work or Contract reference, the standard of performance, maximum deviation from the standard before service will be determined unsatisfactory, TTC's typical method of monitoring, and the unsatisfactory performance deduction that may be assessed

if the service is not satisfactorily provided. Monitoring of the Contractor's performance will include, but will not be limited to the following:

- 4.5.1 Compliance with Contract terms;
 - 4.5.2 Ability to provide the Contract services;
 - 4.5.3 Adherence to schedules and appointments;
 - 4.5.4 Ability to respond with appropriate crew, truck(s), and packing materials.
- 4.6 Penalties in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150) per hour per incident may be imposed at the discretion of the TTC when Contractor is responsible for the delay in completion of a job for reasons including, but not limited to the following:
- 4.6.1 Contractor's crew arrives late to a scheduled job, delaying the start of a drayage;
 - 4.6.2 Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck(s) and materials necessary to complete the drayage;
 - 4.6.3 Contractor's employees intentionally delay the start or completion of a job; or negligently handle the work and/or estate property.
 - 4.6.4 The imposition of any and all penalties will be properly documented by TTC and the dollar amount will be deducted from the payment of the Contractor's invoices.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan of the Contract.

5.1 Meetings

Contractor is required to attend any regularly scheduled and/or agreed upon meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.2 Contract Discrepancy Report (Technical Exhibit 1 of Exhibit C)

Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) business days.

5.3 County Observations

Departmental contracting staff and other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, County personnel may not unreasonably interfere with the Contractor's performance.

EXHIBIT B

DRAYAGE SERVICES PRICE QUOTATION SHEET

Sterling Van Lines, Inc.

1. <u>Labor</u>	<u>Price</u>	<u>*Overtime Price</u>
2 men and 1 truck	\$ <u>73.00</u> /hour	\$ <u>98.00</u> /hour
Additional man	\$ <u>24.00</u> /hour	\$ <u>36.00</u> /hour

2. <u>Supplies</u>	<u>Price</u>
Carton - Small (approx. 1.5 Cu. Ft.)	\$ <u>1.75</u> /each
Carton - Medium (approx. 3.0 Cu. Ft.)	\$ <u>2.10</u> /each
Carton - Large (approx. 6.0 Cu. Ft.)	\$ <u>3.00</u> /each
Tape - Packing (2" wide)	\$ <u>2.00</u> /roll

3. <u>Special Items</u>	<u>Price</u>	<u>*Overtime Price</u>
1 man and 1 truck	\$ <u>52.00</u> /hour	\$ <u>72.00</u> /hour
Carton - Dish Pack	\$ <u>3.50</u> /each	

*** Overtime rates will not be paid unless specifically ordered and preauthorized by TTC, overtime begins after an eight hour day.**

EXHIBIT C

CONTRACT TECHNICAL EXHIBITS

**EXHIBIT C
TECHNICAL EXHIBITS
TABLE OF CONTENTS**

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2 PERFORMANCE REQUIREMENTS SUMMARY CHART	2

**TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS		STANDARD OF PERFORMANCE	MAXIMUM ALLOWED DEVIATION (AQL) %	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE INDICATOR FOR EXCEEDING AQL
CONTRACT SECTION:					
7.1.1	Contractor's Project Manager	Notify TTC of changes, in name or address, within 5 business days.	None	Review of reports and files.	\$50 per day that notification is late.
8.24	Insurance Coverage Requirements	Insurance coverage maintained as required.	None	Receipt and review of insurance and documentation.	\$100 per day; Contract termination at TTC's option.
8.25.5	Submit financial statements	Provide required statements according to schedule.	1 business day late	Review of reports.	\$50 per each day late.
8.37	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	None	Inspection of files	\$50 per occurrence
8.39	Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	None	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
EXHIBIT A – STATEMENT OF WORK SECTION:					
1.3	Prohibition from salvaging abandoned property	Under no circumstance, regardless of value, is it allowable for Contractor or its employees to salvage items for personal or other use.	None	On-site observation; reports by TTC staff.	Value of item removed assessed to Contractor; removal of individual from Contract
1.4.1	Valid PUC Household Goods Carrier Permit	Current and valid permit maintained.	None	Receipt and review of documentation.	\$100 per day without permit; Contract termination at TTC's option.
1.4.3	Staff drivers possess valid California Driver's License	All Contractor's drivers shall possess valid California Driver's License	None	On-site observation; reports by TTC staff.	\$100 per day per driver without valid license; removal of individual as driver.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS		STANDARD OF PERFORMANCE	MAXIMUM ALLOWED DEVIATION (AQL) %	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE INDICATOR FOR EXCEEDING AQL
2.4	Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided within 5 business days.	None	Receipt and review of documentation; complaints.	\$100 per day per employee when form not signed. \$1,000 per unauthorized release of information.
2.5	Background check on all personnel performing services.	Documentation of background check provided prior to providing services.	None	Receipt and review of documentation.	\$100 per day per employee when documentation not provided.
3.1	Compliance with services to be provided on a daily basis	Contractor shall respond for a drayage job with less than a one-business day's prior notice from TTC.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay.
3.2	Adherence to appointments and providing appropriate resources	Contractor shall adhere to scheduled appointments with appropriate equipment and manpower, and must notify the TTC Public Administrator immediately, if Contractor is unable to adhere to scheduled Drayage Services.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay.
3.3	Compliance with emergency requests	Contractor shall respond during the business day within 2 hours of being notified by TTC.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay.
3.9	Compliance with Drayage Services	Contractor may not opt out of a scheduled drayage.	None	On-site monitoring; report by TTC staff.	Contract termination at TTC's option.
4.6.2	Penalties	Contractor's crew arrives on a job site with an insufficient number of personnel or without the appropriate truck and materials necessary to	None	On-site monitoring; reported by TTC staff.	\$150 per hour per incident for Contractor delay.
4.6.3	Compliance with Drayage Schedule	Contractor shall not delay completion of a job due to employee's tardiness nor intentionally delay a job; nor provide insufficient staff or materials.	None	On-site monitoring; report by TTC staff.	\$150 per hour per incident for Contractor delay after assigned start time.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT/STATEMENT OF WORK REFERENCE AND REQUIREMENTS		STANDARD OF PERFORMANCE	MAXIMUM ALLOWED DEVIATION (AQL) %	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE INDICATOR FOR EXCEEDING AQL
5.1	Meetings	Contractor is required to attend any previously scheduled and/or agreed upon meetings.	None	Attendance	\$50.00 per occurrence

CONTRACTOR'S EEO CERTIFICATIONSterling Van Lines

Contractor Name

4550 East Olympic Blvd., Los Angeles, CA 90022

Address

95-4428537

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

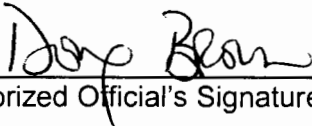
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Doug Brown, Contracts Officer

Authorized Official's Printed Name and Title



Authorized Official's Signature

21 Nov 2006

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Craig R. Hendrickson
Title: Chief, Public Administrator Operations
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0404
Facsimile: (213) 617-7580
E-Mail Address: chendrickson@ttc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ilse E. Hipfel
Title: Assistant Operations Chief
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0419
Facsimile: (213) 617-7580
E-Mail Address: ihipfel@ttc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Ken Blue
Title: Warehouse Supervisor
Address: 9536 Brasher Street
Pico Rivera, CA 90660
Telephone: (562) 632-0234
Facsimile: (562) 695-9875
E-Mail Address: kblue@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Sterling Van Lines, Inc.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Doug BrownTitle: Contracts OfficerAddress: 4550 East Olympic Blvd.Los Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1435E-Mail Address: doug@sterlingvanlines.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Jerry CassidyTitle: PresidentAddress: 4550 East Olympic Blvd.Los Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1435E-Mail Address: prez@sterlingvanlines.comName: Jay ClitheroeTitle: Vice PresidentAddress: 4550 East Olympic Blvd.Los Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1435E-Mail Address: jay@sterlingvanlines.com**Notices to Contractor shall be sent to the following:**Name: Doug BrownTitle: Contracts OfficerAddress: 4550 East Blvd.Los Angeles, CA 90022Telephone: (323) 981-1440Facsimile: (323) 981-1435E-Mail Address: doug@sterlingvanlines.com

Exhibits for Contract - Drayage Services

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if 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 full-time 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.
- 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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 Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

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.

SAFELY SURRENDERED BABY LAW

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**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saerz, 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.

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.

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.

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.

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



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.

¿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.

**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.**

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.