



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

April 14, 2009

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

Dear Supervisors:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 APRIL 14, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**DEPARTMENT OF PARKS AND RECREATION:
APPROVAL OF SPECIAL ENGINEERING AND CONSULTANT CONTRACT
FOR PROVISION OF ENGINEERING SERVICES PURSUANT
TO THE LANDSCAPING AND LIGHTING ACT OF 1972
AND PROPOSITION 218 OF 1996
(SUPERVISORIAL DISTRICTS 1, 3, 4, AND 5) (3 VOTES)**

SUBJECT

Approve a contract with a qualified contractor for as-needed engineering and consultant services pursuant to the Landscaping and Lighting Act of 1972.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed actions exempt from the California Environmental Quality Act (CEQA), for the reasons cited herein.
2. Direct and authorize the Director of the Department of Parks and Recreation (Director) to sign a Special Engineering and Consultant Contract (Contract) with Willdan Financial Services for the provision of as-needed engineering and consultant services pursuant to the Landscaping and Lighting Act of 1972, hereinafter referred to as "the Act," and Proposition 218 of 1996, in an amount not to exceed \$94,460 for the initial two-year term effective upon Board approval, and funded from special benefit assessments collected pursuant to the Act.

3. Authorize the Director to exercise the Contract renewal options annually for up to three additional two-year periods, in an amount not to exceed \$47,230 per year, if in the opinion of the Director, the contractor has successfully performed the services during the previous contract period and the services are still required. The renewal option years may include a cost-of-living adjustment per option year in an amount as determined by the Chief Executive Office.
4. Authorize the Director to expend an additional 10 percent of the Contract costs per year, due to changes affecting monthly volume projections, within the scope of the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Department of Parks and Recreation (Department), through its Special Districts Section, administers 43 separate landscape and general maintenance zones. These zones cover approximately 38,000 parcels and are funded from property assessments pursuant to the Act. Under the Act and Proposition 218 of 1996, an annual engineer's report must be prepared identifying the special assessment benefits to be funded in each zone and providing documentation for district formations and annexations, as required. Engineering and consultant services for the district include, but are not limited to:

1. Developing annual reports in compliance with the Act, Proposition 218 of 1996, and any other constitutional and statutory requirements;
2. Maintaining a complete parcel list, identifying each parcel by its Assessor's parcel number and determining the assessment to be levied against each parcel for each zone;
3. Verifying that parcels within each zone or district are identified and assessed appropriately;
4. Identifying new zones and creating new parcel lists; and
5. Providing assessment information for each parcel to the Auditor-Controller for placement on the property tax roll.

In order to provide the necessary services identified above, the Department is requesting approval of a contract with Willdan Financial Services for the provision of engineering and consultant services on an as-needed basis.

In addition to the above services, Willdan Financial Services will also:

1. Correct and resubmit assessment amounts that are rejected by the Auditor-Controller's system until successfully resolved;
2. Field inquiries from department staff, property owners, and other interested parties regarding district proceedings and annual assessments;
3. Provide ballot services for proposed new assessment or increases by the private sector under a Director-approved agreement; and
4. Approval of this Contract will provide the flexibility needed to complete various engineering tasks, thereby enabling the Department to continue providing engineering services at the current levels. The Department will not request the contractor to perform services that will exceed the approved maximum not-to exceed the Contract amount or services that are outside the scope of work or the term of the Contract, without prior approval from the Board.

Implementation of Strategic Plan Goals

The proposed Contract with Willdan Financial Services will further Board approved County Strategic Plan Goal of Operational Effectiveness (Goal 1), by providing quality benefit analysis and parcel assessments to ensure the appropriate parcels and corresponding assessments are properly identified, correctly assessed, and accurately included within each zone.

FISCAL IMPACT/FINANCING

The recommended actions will have no impact on the County's General Fund as the services are funded through special benefit assessments on properties within the Landscaping and Lighting Act Districts and Zones therein. The maximum Contract amount for services that can be approved in the initial two-year term of the Contract is \$94,460. The amounts to be paid to Willdan Financial Services are determined based on fixed fee amounts as provided for in Exhibit A of the attached Contract. This Contract may also be extended for three two-year options not to exceed \$47,230 per year. Sufficient appropriation is budgeted in the Special Districts Fiscal Year (FY) 2008-09 and FY 2009-10 budgets to fund the cost of this Contract.

Operating Budget Impact

The recommended action will have no impact on the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Proposition 218 of 1996, a registered professional engineer is required to prepare an engineer's report. Under this Contract, Willdan Financial Services has in-house registered engineers and the necessary staff to provide engineering and consultant services on an as-needed basis. The project assignments shall be based upon timelines established for the certified annual engineer's report, review of reports for the formation of new zones, verifying assessor parcel numbers, and other services as required. The extent of the services performed and actual work assignments will be determined during the term of the Contract based on the tasks required and the availability of funds. Options will be exercised based upon the contractor's compliance with the Contract terms.

The Contract includes termination provisions for non-performance, improper consideration and convenience. In addition, the Contract also contains all applicable Board mandated Contract provisions, including Safely Surrendered Baby Law, non-payment for services provided after the expiration date or in excess of the authorized Contract sum, notification requirements of the contractor, Jury Service Program, GAIN/GROW Program, Federal Earned Income Credit notification, Quality Assurance Plan, Recycled Paper, Debarment and Indemnification, and Insurance. The Child Support Services Department has approved the Child Support Compliance Program provision of this Contract and issued a certificate of compliance for the contractor.

Willdan Financial Services has executed the attached Contract and will provide the required insurance policy naming the County of Los Angeles as an additional insured. In addition, the County Counsel has approved the attached Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed action is exempt from the CEQA, according to Section 15273(a)(1)(2)(3)(4) of the State CEQA Guidelines because the CEQA does not apply to the establishment, modification, structuring or approval of rates, tolls, fares or other charges by public agencies.

The proposed actions are also categorically exempt from the CEQA, according to Sections 15306 of the State CEQA Guidelines and Class 6 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project involves basic data collection.

CONTRACTING PROCESS

This Contract is exempt under Chapter 2.121 of the Los Angeles County Code, which provides guidelines for contracting with the private businesses because:

- The Contract is for personal services to provide an independent analysis/evaluation, review and/or audit of an existing or proposed County project, function or program, and there is a need to obtain an independent analysis.

On January 29, 2009, the Department commenced the solicitation for the provision of as-needed engineering and consultant services by posting on the County "Doing Business with Us" website as well as the Department's website. The notice included bilingual instructions on how to contact the Department regarding the solicitation.

On February 18, 2009, two proposals were received in response to this Invitation for Bids for the provision of engineering and consultant services. The Department staff reviewed each of these bids for cost, business experience, performance history with similar projects, technical expertise, and the ability to accomplish the required engineering and consultant services.

Willdan Financial Services submitted the lowest cost proposal estimated to be \$47,230. The contractor was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Contract with Willdan Financial Services will provide the necessary as-needed engineering and consultant services for the Special Districts. Since this service is currently being provided by the private sector, there will be no impact to existing staff or service level.

The Honorable Board of Supervisors
April 14, 2009
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CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this action to the Chief Executive Office, County Counsel, and Auditor-Controller and two adopted copies to the Department of Parks and Recreation.

Respectfully submitted,



RUSS GUINEY
Director

RG:DM:KEH:
PM:rc

Attachments

c: County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WILLDAN FINANCIAL SERVICES

FOR

**SPECIAL ENGINEERING AND CONSULTANT
SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
WILLDAN FINANCIAL SERVICES
FOR
SPECIAL ENGINEERING AND
CONSULTANT SERVICES**

This Contract and Exhibits made and entered into this ___ day of _____, 2009 by and between the County of Los Angeles, hereinafter referred to as County and Willdan Financial Services, hereinafter referred to as Consultant.

RECITALS

WHEREAS, the County may contract with private businesses for specialized professional services that are required on an as-needed, part-time and intermittent basis; and

WHEREAS, pursuant to Section 31000 of the California Government Code, the County may contract for special services with private business who are specially trained, experienced, expert and competent to perform the special services; and

WHEREAS, the Consultant is a private firm duly licensed and certified to engage in the specialized services on a consultant with technical expertise to provide technical, and special engineering and consultant services and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Pricing Schedule
- 1.2 EXHIBIT B - Statement of Work
- 1.3 EXHIBIT C - Consultant's EEO Certification
- 1.4 EXHIBIT D - IRS Form 1015
- 1.5 EXHIBIT E - Jury Service Ordinance
- 1.6 EXHIBIT F - Safety Surrendered Baby Law

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 Consultant. It sets forth the terms and conditions for the issuance and performance of services.
- 2.2 **Consultant:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.3 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.4 **Consultant Contract Manager:** The individual designated by the Consultant to administer the Contract operations after award of the Contract.
- 2.5 **County Contract 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 Consultant.

- 2.6 County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.
- 2.7 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.8 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).
- 2.9 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONSULTANT SERVICES

- 3.1** Pursuant to the provisions of this Contract, the Consultant shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit B.
- 3.2** If the Consultant 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 Consultant, and the Consultant shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County shall have the sole option to extend this Contract term for up to three (3) additional two-year periods and six (6) month to month extensions, for a maximum total Contract term of eight (8) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director, prior to the expiration of the term of the Contract, provided that the Consultant is in compliance with the terms and conditions of this Contract.

- 4.3 The Consultant shall notify the Director when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Director at the address herein provided in Subparagraph 9.29, Notices, of this Contract.
- 4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 CONTRACT SUM

- 5.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Consultant for provision of special engineering and consultant services. Said sum shall comply with Exhibit A, Consultant's Schedule of Prices.
- 5.2 The Consultant 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 Consultant's duties, responsibilities, or obligations, or performance of same by any entity other than the Consultant, 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 Consultant shall maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Consultant shall send written notification to Director at the address herein provided under Subparagraph 9.29, Notices, of this Contract.
- 5.4 The Consultant shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Contract. Should the Consultant 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 Consultant. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Consultant shall invoice the County, only monthly, in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Statement of Work and priced in accordance with Exhibit A, Pricing and Billing Schedule.

5.5.2 The Consultant shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Consultant shall prepare invoices, with shall include the charges owed to the Consultant by the County under the terms of the Contract. Said invoices shall include all required certifications and reports as provided for in this Contract, including Exhibit B, Statement of Work, and Consultant 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 Consultant for that work.

5.5.3 The Consultant shall submit the monthly invoices to the County by the 15th calendar day of the month following the month for services rendered by the Consultant under the terms and conditions of this contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been completed and delivered on time and accepted by the Director and shall contain the information set forth in Exhibit B - Statement of Work, that describes the tasks, deliverables, goods, services, work hours, and/or other work for which payment is claimed and invoices submitted in accordance with the provisions of this Contract.

5.5.4 All invoices under this Contract shall be submitted to the following address:

Los Angeles County Parks and Recreation
Special Districts Headquarters
28245 Avenue Crocker, Suite 240
Valencia, California 91355

5.5.5 All invoices submitted by the Consultant for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Consultant shall look for payment exclusively from the funds having been allocated by the County for such services.

6.0 ENFORCEMENT OF CONTRACT

6.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review the Consultant's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Consultant to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Consultant's performance under this Contract.

6.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Consultant's compliance with all Contract terms and conditions and performance standards.

6.3 The Consultant hereby agrees to cooperate with the Director, County Contract Managers and Monitors, and any appropriate State or Federal representative, in the review and monitoring of the Consultant's service program, records and procedures at any reasonable time, as requested by the County.

6.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Consultant does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

7.0 CONSULTANT'S STAFF

7.1 At any time prior to, or during the term of this Contract, the County may require that all the Consultant's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to

and including, a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Consultant, regardless if the Consultant's staff passes or fails the background clearance investigation.

7.2 The Consultant shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein, and shall be able to communicate in the English language.

7.3 The County has the absolute right to approve or disapprove all of the Consultant's staff performing work hereunder, and any proposed changes in the Consultant's staff.

7.4 The Director may require the Consultant to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Consultant responsible for providing services in accordance with Exhibit B, Statement of Work. The identification system shall be furnished at the Consultant's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

7.5 The Consultant shall require each of his employees to adhere to basic public works standards of working attire.

7.6 Confidentiality

7.6.1 The Consultant 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.

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

8.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

8.1 A Change Notice shall be prepared, and executed by the Consultant and the Director for any changes, deemed by the Director as necessary, which affect the Consultant's service requirements set forth in Exhibit B, and any corresponding

changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

8.2 For any change which affects any other term or condition included in this Contract, or any changes in the Consultant's service requirements as set forth in Exhibit B that exceeds the annual contract amount plus ten percent (10%), an Amendment shall be prepared, executed by the Consultant, and approval sought from County's Board of Supervisors.

8.3 The County's Board of Supervisors, Chief Executive Officer, or designee may require the addition of and/or change 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 Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Consultant and the Director.

8.4 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a "Notice to Extend" letter shall be prepared and executed by the Director.

9.0 STANDARD TERMS AND CONDITIONS

9.1 Assignment and Delegation

9.1.1 The Consultant 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 Consultant may have against the County.

9.1.2 Shareholders, partners, members, or other equity holders of Consultant 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 Consultant 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.

9.1.3 Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, 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 Consultant as it could pursue in the event of default by Consultant.

9.2 Authorization Warranty

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

9.3 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 Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the

Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

9.4 Complaints

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

9.4.1 Within twenty (20) business days after Contract effective date, the Consultant shall provide the County with the Consultant's policy for receiving, investigating and responding to user complaints.

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

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

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

9.4.5 The Consultant 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.

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

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

9.5 Compliance with Applicable Law

9.5.1 The Consultant 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.

9.5.2 The Consultant 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 Consultant or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, directives.

9.6 Compliance with Civil Rights Laws

The Consultant 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 Consultant shall comply with *Exhibit D - Consultant's EEO Certification*.

9.7 Compliance with the County's Jury Service Program

9.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Consultant 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 G and incorporated by reference into and made a part of this Contract.

9.7.2 Written Employee Jury Service Policy.

1. Unless the Consultant has demonstrated to the County's satisfaction either that the Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Consultant" means a person, partnership, corporation or other entity which has a contract with the

County or a subcontract with a County Consultant 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 Consultant. "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) Consultant 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 Consultant 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 Consultant is not required to comply with the Jury Service Program when the Contract commences, the Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Consultant shall immediately notify the County if the Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if the Consultant no longer qualifies for an exception to the Jury Service Program. In either event, the Consultant 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 Consultant demonstrate to the County's satisfaction that the Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that the Consultant continues to qualify for an exception to the Program.
4. Consultant'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 Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.8 Conflict of Interest

9.8.1 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 Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant 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.

9.8.2 The Consultant 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 Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant 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.

9.9 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant 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.

9.10 Consideration of Hiring Gain/Grow Programs Participants.

- 9.10.1 Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant 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 Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant.
- 9.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9.11 Consultant Responsibility and Debarment

9.11.1 Responsible Consultant

A responsible Consultant is a Consultant 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 Consultants.

9.11.2 Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant 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 Consultant may have with the County.

9.11.3 Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant 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 Consultant'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.

9.11.4 Contractor Hearing Board

1. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant 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 Consultant and/or the Consultant'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 Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department 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 Consultant has been debarred for a period longer than five (5) years, that Consultant 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 Consultant 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 Consultant 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.

9.11.5 Sub-Contractors of Consultant

These terms shall also apply to Sub-Contractors of County Consultants.

9.12 Consultant's Acknowledgement of County's Commitment to Child Support Enforcement

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

9.13 Consultant's Acknowledgement of County's Commitment to the Safety Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-Consultants, if any, to post this poster in a prominent position in the Sub-Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

9.14 Consultant's Warranty of Adherence to County's Child Support Compliance Program

9.14.1 The Consultant 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.

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant 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).

9.15 County's Quality Assurance Plan

The County or its agent will evaluate the Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Contract terms and conditions and performance standards. Consultant 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 Consultant. 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.

9.16 Damage to County Facilities, Building or Grounds

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

9.16.2 If the Consultant 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 Consultant by cash payment upon demand.

9.17 Employment Eligibility Verification

9.17.1 The Consultant 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 Consultant 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 Consultant shall retain all such documentation for all covered employees for the period prescribed by law.

9.17.2 The Consultant 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 Consultant 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.

9.18 Facsimile Representations

The County and the Consultant 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 Section 8.0, 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.

9.19 Fair Labor Standards

The Consultant 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 Consultant's employees for which the County may be found jointly or solely liable.

9.20 Force Majeure

9.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other

natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractor), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

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

9.20.4 In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

9.21 Governing Law, Jurisdiction and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant 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.

9.22 Independent Consultant Status

9.22.1 This Contract is by and between the County and the Consultant 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 Consultant. 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.

The Consultant 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 Consultant.

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

9.23 Indemnification

The Consultant 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 Consultant's acts and/or omissions arising from and/or relating to this Contract.

9.24 General Insurance Requirements

Without limiting the Consultant's indemnification of the County and during the term of this Contract, the Consultant shall provide and maintain, and shall require all of its Sub-Consultants 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 Consultant's own expense.

9.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director, Attention:

Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 90007 prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract;
- b. Clearly evidence all coverage's required in this Contract;
- c. 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;
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Consultant 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.

9.24.2 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.

9.24.3 Failure to Maintain Coverage: Failure by the Consultant 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 Consultant resulting from said breach.

9.24.4 Notification of Incidents, Claims or Suits: Consultant shall report to the County:

- a. 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 Consultant and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against the Consultant, arising from or related to services performed by the Consultant under this Contract.
- c. Any injury to a Consultant employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Contract Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Consultant under the terms of this Contract.

9.24.5 Compensation for County Costs: In the event that the Consultant 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 Consultant shall pay full compensation for all costs incurred by the County.

9.24.6 Insurance Coverage Requirements for Sub-Consultants: The Consultant shall ensure any and all Sub-Consultants performing services under this Contract meet the insurance requirements of this Contract by either:

- a. The Consultant providing evidence of insurance covering the activities of Sub-Consultants, or
- b. The Consultant providing evidence submitted by Sub-Consultants evidencing that Sub-Consultants maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Sub-Consultant insurance coverage at any time.

9.25 Insurance Coverage Requirements

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

9.25.2 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".

9.25.3 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 Consultant is responsible. If the Consultant'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 Consultant 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

9.25.4 Failure to Procure Insurance by Consultant to procure or 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 County may immediately terminate or suspend this Contract. County, at the sole option, may obtain damages from Consultant resulting from said breach. Notwithstanding the above and in the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

9.26 Nondiscrimination and Affirmative Action

9.26.1 The Consultant 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.

- 9.26.2 The Consultant shall certify to, and comply with, the provisions of Exhibit D - Consultant's EEO Certification.
- 9.26.3 The Consultant 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.
- 9.26.4 The Consultant certifies and agrees that it will deal with its Sub-Consultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 9.26.5 The Consultant 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.
- 9.26.6 The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 9.27 when so requested by the County.
- 9.26.7 If the County finds that any provisions of this sub-paragraph 9.27 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 Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

9.26.8 The parties agree that in the event the Consultant 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.

9.27 NON EXCLUSIVITY

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

9.28 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 as set forth in this Sub-paragraph below and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:

Name: Patrick Malekian

Phone: (661) 294-3509

Fax: (661) 294-7907

Email: pmalekian@parks.lacounty.gov

Notice to Consultant:

Name: Mark Risco

Phone: (951) 587-3500

Fax: (951) 587-3510

Email: mrisco@willdan.com

9.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each Sub-Consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. The notice is set forth in Exhibit F of this Contract.

9.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each Sub-Consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.31 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. The address to be used for any given notice served by mail upon the Consultant shall be Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, California 92590, Attention: Mr. Mark Risco. Any notice served by mail upon the county shall be addressed to the Director of Parks and Recreation, Attention: Contracts, Golf, and special Districts Division, 301 N. Baldwin Avenue, Research Building, Arcadia, CA 91007-2697, or other place as may hereinafter be designated in writing to the Consultant by the director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the

authority to issue all notices or demands required or permitted by the County under this Contract.

9.32 PUBLIC RECORDS ACT

9.32.1 Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to sub-paragraph 9.35 - 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.

9.32.2 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 Consultant 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.

9.33 PUBLICITY

9.33.1 The Consultant 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 Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

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

- During the term of this Contract, the Consultant 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.

9.33.2 The Consultant 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 9.34 shall apply.

9.34 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant 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 Consultant 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 Consultant 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 Consultant 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.

9.34.1 In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's

Auditor-Controller within thirty (30) days of the Consultant'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).

- 9.34.2 Failure on the part of the Consultant to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 9.34.3 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 Consultant 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 Consultant, then the difference shall be either: a) repaid by the Consultant 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 Consultant 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 Consultant, then the difference shall be paid to the Consultant 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.

9.35 RECYCLED BOND PAPER

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

9.36 REMEDIES/LIQUIDATED DAMAGES

- 9.36.1 If, in the judgment of the Director, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. The work not performed

and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director in a written notice describing the reasons for said action.

9.36.2 If the Director determines that there are deficiencies in the performance of this contract that the Director deems are correctable by the Consultant over a certain time span, the Director will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Consultant'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 Consultant to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Consultant to recover County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.

9.36.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.40, Termination for Default, of the Contract upon the Consultant's failure to correct deficiencies in a timely manner.

9.36.4 This Subparagraph 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 Subparagraph 9.37.2 above, and shall not, in any manner,

restrict or limit the County's right to terminate this Contract as agreed to herein.

9.37 RIGHT OF ENTRY

9.37.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Consultant.

9.37.2 In the event of such suspension or termination, all moneys due to Consultant or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Consultant from liability for failure to perform under the terms of this Contract.

9.37.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.37, Remedies/Liquidated Damages, of this Contract, the Consultant and/or its employee(s) are not properly performing the services required under this Contract, then the Consultant and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Consultant from the County.

9.38 SUBCONTRACTING

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

- 9.38.2 If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request:
- a. A description of the work to be performed by the Sub-Consultant;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.
 - d. The Consultant shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.32, Notices, before any Sub-Consultant employee may perform any work hereunder.
- 9.38.3 The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract, notwithstanding the County's approval of the Consultant's proposed subcontract.
- 9.38.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Consultant employees, providing services under this Contract. The Consultant is responsible to notify its Sub-Consultants of this County right.
- 9.38.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Consultant employees.
- 9.38.6 The Consultant shall be solely liable and responsible for all payments or other compensation to all Sub-Consultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.38.7 In the event Director should consent to subcontracting:
- a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
 - b. the Consultant shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

9.38.8 The Consultant shall obtain certificates of insurance, which establish that the Sub-Consultant maintains all the programs of insurance required by the County from each approved Sub-Consultant.

9.38.9 The Consultant shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any Sub-Consultants and their employees in the same manner as for the Consultant's own employees.

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

Failure of the Consultant to maintain compliance with the requirements set forth in sub-paragraph 9.14 - Consultant'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 Consultant 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 9.42 - Termination for Default and pursue debarment of the Consultant, pursuant to County Code Chapter 2.202.

9.40 TERMINATION FOR CONVENIENCE

9.40.1 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 Consultant 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.

9.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Consultant 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.

9.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with sub-paragraph 9.35, Record Retention & Inspection/Audit Settlement.

9.41 TERMINATION FOR DEFAULT

9.41.1 The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, in the following circumstances:

- a. Consultant has materially breached this Contract;
- b. Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract;
- c. Consultant 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.

9.41.2 Upon the occurrence of Subparagraph 9.42.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Consultant a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefore.

9.41.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Consultant cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Consultant reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Consultant fails to cure the default to the Director's

satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

9.41.4 In the event that the County terminates this Contract in whole or in part as provided in this section, 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. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Consultant. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

9.41.5 Except with respect to defaults of any Sub-Consultant, the Consultant shall not be liable for any such excess costs of the type identified in Subparagraph 9.42.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of a 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 Consultant. If the failure to perform is caused by the default of a Sub-Consultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Subparagraph 9.42.5, the term "Sub-Consultant" and "Sub-Consultants" mean Sub-Consultant(s) at any tier.

9.41.6 In the event the County terminates this Contract in its entirety due to the Consultant's default as provided in Subparagraph 9.42.1, the Consultant and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of

replacement services and costs incurred due to delays in procuring such services. Therefore, the Consultant and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.42.2, be entitled to liquidated damages from the Consultant, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Consultant to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Consultant by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Consultant's payment of these liquidated damages shall not in any way change, or affect the provisions of Subparagraph 9.20, Indemnification.

9.41.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.42, it is determined for any reason that the Consultant was not in default under the provisions of this Subparagraph 9.42, that the default was excusable under provisions of this Subparagraph 9.42, or Consultant has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.41.8 The rights and remedies of the County provided in this Subparagraph 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.42 TERMINATION FOR IMPROPER CONSIDERATION

9.42.1 The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is

found that consideration, in any form, was offered or given by the Consultant, 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 Consultant's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

9.42.2 The Consultant 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.

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

9.43 TERMINATION FOR INSOLVENCY

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

- a. Insolvency of the Consultant. The Consultant 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 Consultant is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Consultant; or
- d. The execution by the Consultant of a general assignment for the benefit of creditors.

9.43.2 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.

9.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant 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.

9.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant'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 Consultant in writing of any such non-allocation of funds at the earliest possible date.

9.46 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.

9.47 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 9.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.48 WARRANTY AGAINST CONTINGENT FEES

9.48.1 The Consultant 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 Consultant for the purpose of securing business.

9.48.2 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.

10.0 UNIQUE TERMS AND CONDITIONS

10.1 OWNERSHIP OF DATA

All data, maps, photographs, reports and other material collected or prepared under this Contract shall be the property of the County.

10.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

10.2.1 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 Consultant's work pursuant to this Contract. The Consultant, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Consultant's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Consultant's work under this Contract.

10.2.2 During the term of this Contract and for five (5) years thereafter, the Consultant shall maintain and provide security for all of the Consultant'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.

10.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Consultant outside the scope of this Contract, which the Consultant desires to use hereunder, and which the

Consultant considers to be proprietary or confidential, must be specifically identified by the Consultant to the Director as proprietary or confidential, and shall be plainly and prominently marked by the Consultant as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 10.2.4 The County will use reasonable means to ensure that the Consultant'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 Consultant.
- 10.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Consultant in any way under sub-paragraph 10.4.4 for any of the Consultant's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 10.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 10.2.6 All the rights and obligations of this sub-paragraph 10.4 shall survive the expiration or termination of this Contract.

10.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 10.3.1 The Consultant 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 Consultant's work under this Contract. County shall inform the Consultant as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Consultant's defense and settlement thereof.
- 10.3.2 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 Consultant, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

10.3.3 The Consultant 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 Consultant, in a manner for which the questioned product was not designed nor intended.

11 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Consultant for the provision of special engineering and consultant services to be provided for the Los Angeles County Department of Parks and Recreation Special Districts Unit. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the engineering and consultant services. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.0, Changes Notices and Amendments, and signed by both parties.

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IN WITNESS WHEREOF, Consultant 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 to by the

IN WITNESS WHEREOF, Consultant 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 to by the Executive Officer-Clerk of the Board of Supervisors thereof, the month, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Russ Guiney
Director, Department of Parks and Recreation

WILLDAN FINANCIAL SERVICES

By _____
Name

By _____
Title

APPROVED AS TO FORM:

County Counsel

By Christina A. Salseda
Christina A. Salseda, Principal Deputy

EXHIBIT A

Pricing and Billing Schedule

I. SUBMIT TOTAL PROJECT FEE AMOUNTS AND TIMELINES FOR EACH PROJECT BELOW:

a. Reconciliation and Review of all zone boundaries and Assessor's Parcel Number (APN's) –

Proposed Project Fee: No Charge

Estimated Days to Complete: 90 Days
(not to exceed three months)

b. Annual Report Project -

Proposed Project Fee: \$ 19,000

Estimated Days to Complete: 90 Days
(not to exceed three months)

c. Responding to Public Inquiries Project –

Proposed Project Fee: No Charge

II. SUBMIT FEE AMOUNTS AND TIMELINES FOR EACH FOLLOWING TASK:

- a) **Formation of new zones wherein ballots are only mailed to developers.** (Based upon need, either consultant or developer's engineer may be required to prepare Engineers report for new zone formation. Please submit two task fee/timelines: one reflecting consultant's preparation of engineers report and one reflecting the engineer's report being prepared by developer's engineer.)

Consultant Prepares Engineers Report

Proposed Task Fee \$ 6,000

Estimated Days to Complete: 5 Days
(not to exceed four months)

Developer's Engineer Prepares Engineers Report

Proposed Task Fee: \$4,500

Estimated Days to Complete: 3 Days
(not to exceed four months)

b) Zone Modification with Multi-Property Owners

(requires two public meetings a minimum of thirty days apart)

Proposed Task Fee: \$ 11,500

Estimated Days to Complete: 9 Days
(not to exceed six months)

Fees for items IIa, IIb, and IIc do not include distribution costs. Submit unit costs for:

1) Mailing and Tabulating Ballots

Proposed Unit Cost: \$ 0.44 per Parcel

2) Preparing Mailing Lists

Proposed Unit Cost: \$ 0.25 per Parcel

3) Mailing Meeting Announcements

Proposed Unit Cost: \$ 0.44 per Parcel

Analyze zone problems and prepare recommendations pertaining to zone modifications including potential assessment increases. Not to exceed 20 hours per request.

Proposed Task Fee: \$ 1,500

Estimated Days to Complete: 1 Day

d. Acquire or prepare topographic and/or aerial maps of specific district zones or areas, as requested.

Proposed Task Fee: \$ 1,000

Estimated Days to Complete: 1 Day
(not to exceed two months)

e. Assist County in preparing procedural handbooks to aid developers in district formations, annexations, easement recordations, maintenance acceptance, and other related topics, as requested.

Proposed Task Fee: \$ 2,600

Estimated Days to Complete: 2 Days
(not to exceed three months)

EXHIBIT B

STATEMENT OF WORK

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EXHIBIT B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

a. Reconciliation and Review of all zone boundaries and Assessor's Parcel Number (APN's)

Conduct a Full Review and Reconciliation of zone boundaries and all Assessor's Parcel Numbers in all districts. Previous year's parcel list shall be updated with all current information. Parcel data shall be sorted numerically, by zone. Identify each parcel by location (zone), parcel number and assessment to be levied.

b. Annual Report Project –

- (1) Prepare Certified Annual Engineer's Report. Engineer's Report shall be presented in a format acceptable to the County.
- (2) Prepare budgets for each zone or district.
- (3) Continue to maintain and update zone boundaries and APN's as described in paragraph 1.a. above.
- (4) Identify tracts and parcels that have subdivided. Obtain new APNs from Assessor's office and submit to Auditor-Controller.
- (5) Process annual submission to Auditor-Controller. Correct and resubmit assessment amounts that are rejected by the County Auditor-Controller's Office until issues are resolved to the satisfaction of the Special Districts Administrator.
- (6) Work product shall be provided in a format to the satisfaction of the Special Districts Administrator. Each Engineer's Report is to be provided electronically in the following formats:
 - The whole report, including signatures, seals, text, data and diagrams shall be placed in a single PDF file.
 - The text is an MS Word file and the budget and APN data is in Excel Spreadsheet files.

c. Responding to Public Inquiries Project –

Research and answer questions regarding district proceedings, ballots, annual assessments and/or other topics from developers, the public, the Department of Parks and Recreation, and other County Agencies.

d. Review of Developer's Engineer Report and the formation of new zones wherein ballots are only mailed to developers:

- Preparation of ballots, notices, petitions, resolutions and all other documents required for the formation or annexation of new zones or districts.
- Reviewing Engineer's Report prepared by developer's engineer and submits a finding that the report is satisfactory in all material respect.
- Responsible for coordinating the formation of a new zone with the developer(s).

e. Preparation of an Engineer's Report and the formation of new zones wherein ballots are only mailed to developers:

- Preparation of ballots, notices, petitions, resolutions and all other documents required for the formation or annexation of new zones or districts.
- Preparation of Engineer's Report.
- Responsible for coordinating the formation of a new zone with the developer(s).

f. Zone Modification with Multi-Property Owners

Zone Modification with Multi-Property Owners including identifying and verifying APN's, preparing the Engineer's report, meeting announcements, notices, ballots, resolutions and all other documents as required. Consultant organizes and conducts community meetings required for new or increased assessments, including inflation adjusters.

g. Additional Consultant Services

- Provide consultant services on various issues including but not limited to preparing and reviewing reports, including preliminary reports prepared by others.
- Analyzing general and special benefits, encroachment analysis, and analyzing Lighting and Landscape Maintenance Districts zone problems.

- Prepare recommendations to specific problems including any and all potential assessment increases.
 - Not to exceed 20 hours per request.
- h. Acquire or prepare topographic and/or aerial maps and diagrams of specific district zones or areas, as requested.
- i. Assist County in preparing procedural handbooks to aid developers in district formations, annexations, easement recordations, maintenance acceptance, and other related topics, as requested.
- j. Consultant is responsible for providing the following services:
- Mailing and Tabulating Ballots
 - Preparing Mailing Lists
 - Mailing Meeting Announcements

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

All changes must be made in accordance with sub-paragraph 8, Amendments of the Contract.

3.0 QUALITY CONTROL

The Consultant 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 Director for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Consultant, 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.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Consultant's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 9, Standard Terms and Conditions, Sub-paragraph 9.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Consultant 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 Consultant.

The Director will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the Director 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 Director within ten (10) workdays.

4.3 County Observations

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

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Enforcement of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Change Notices and Amendments and Paragraph 9.0 Standard Terms and Conditions.

CONSULTANT

5.2 Project Manager

- 5.2.1 Consultant shall provide a full-time Project Manager and a designated alternate. County must have access to the Project Manager during all business hours. Consultant shall provide a telephone number where the Project Manager may be reached during the normal business day.

- 5.2.2 Project Manager shall act as a central point of contact with the County.
- 5.2.3 Project Manager shall have ten (10) years of experience.
- 5.2.4 Project Manager/alternate shall have full authority to act for Consultant 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.

5.3 Personnel

- 5.3.1 Consultant shall assign a sufficient number of employees to perform the required work.
- 5.3.2 Consultant may be required to ensure background checks of their employees are completed, as set forth in Paragraph 7.0, Consultant's Staff.

5.4 Uniforms/Identification Badges

- 5.4.1 Consultant employees assigned to County facilities shall wear an appropriate uniform at all times.
- 5.4.2 Consultant shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 – Consultant's Staff.

5.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.6 Training

- 5.6.1 Consultant shall provide training programs for all new employees and continuing in-service training for all employees.
- 5.6.2 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 OSHA standards.

5.7 Consultant's Office

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can

respond to inquires and complaints. When the office is closed, an answering service shall be provided to receive calls.

6.0 UNSCHEDULED WORK

- 6.1** The Director may authorize the Consultant to perform unscheduled work, when the need for such work arises, and as provided for in the Agreement.
- 6.2** Prior to performing any unscheduled work, the Consultant shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Consultant's estimate, the Director must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 6.3** All unscheduled work shall commence on the established specified date. Consultant shall proceed diligently to complete said work within the time allotted.
- 6.4** The County reserves the right to perform unscheduled work itself or assign the work to another Consultant.

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

Willdan Financial Services
Contractor Name
27368 Via Industria, Suite 110, Temecula, CA 92590
Address
33-0302345
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Mark Risco, Vice-President
Authorized Official's Printed Name and Title

Original Signed February 17, 2009
Authorized Official's Signature Date

EXHIBIT D

IRS Form 1015
(See Attached)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

EXHIBIT E

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT F

SAFELY SURRENDERED BABY LAW

(See Attached)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or other person to bring a baby to a hospital or fire station within three days of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Los Angeles County 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro

permite a un padre o madre entregar a un recién nacido

dentro de los primeros 72 horas después del nacimiento

a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles.

Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna.

Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos.

El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

Si el padre/madre desea recuperar a su bebé, los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días.

Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

Si el padre/madre desea recuperar a su bebé, sólo los padres podrán llevar al recién nacido.

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé.

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

