



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



September 30, 2025

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:

**APPROVE MODEL MASTER AGREEMENT FOR
ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) for Architectural, Engineering, and Related Services (Services) that will be used to award a maximum of six Master Agreements (Agreements) to qualified independent vendors to provide Services on an as-needed basis.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Model Agreement for Services for a term of five years, with an option to extend for two additional one-year periods for a total term not to exceed seven years.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Model Agreement with qualified vendors commencing upon execution by the Sheriff.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Agreements as set forth throughout the Model Agreement to: (1) effectuate modifications which do not materially affect any term of the Agreements; (2) modify the Agreements to include new or revised standard County contract provisions adopted by the Board as required from time to time, including all applicable documents; (3) execute the extension options if it is in the best interest of the County; (4) effectuate the assignment and delegation/mergers or acquisitions provision; (5) add new or revised job titles to Exhibit H (A/E Fee Schedule) to the Agreements; and (6) terminate the Agreements, either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide the Department with a pool of readily available qualified contractors to provide, including, but not be limited to, Services that assist the Department's Facilities Planning Bureau's (FPB) ability to support delivery of life cycle systems replacement, maintenance projects and minor renovations and repairs to various Department facilities. Additionally, the Services will allow for the delivery of various preliminary feasibility studies, which include the evaluation of proposed improvements and associated costs for potential projects, ongoing fee study updates for the law enforcement facilities mitigation ordinance, and independent cost estimates by a certified cost estimator as required by the County's Chief Executive Office (CEO) for the annual Capital Project Budget submissions.

The Department currently operates out of more than 300 facilities to provide law enforcement and custody services to the County. Many of these facilities are more than 50 years old and have reached the end of life. In order to keep these buildings operational, on a 24/7 basis for some, it requires ongoing maintenance, repairs, and modifications to meet the ever-changing needs of the Department as well as current building codes and ordinances. Although the smaller projects do not fit into the definition of a capital project, and are managed by in-house resources, they require Services to obtain the necessary jurisdictional approvals. It is not cost effective to rely on other County Departments to manage these small projects, as it results in higher project costs for the Department to fund and results in an uncommitted timeframe for delivery of the projects.

From 2015 to 2020, the Department utilized as-needed consultant services provided by Vanir Construction Management, Inc. through a Board-approved contract. The availability of this contract allowed the Department to address critical repairs in a timely

manner, that would not normally fall under a capital project/refurbishment but would be the responsibility of the Department. The contract was unable to be extended due to the contract expiration and terms.

The Department's lack of an as-needed contract for Services, requires the Department to rely on other County Departments, such as the Internal Services Department (ISD) or the Department of Public Works (DPW), to utilize their Countywide Master Agreements for similar Services. Utilizing these Countywide Master Agreements increases the project cost due to the required project management and associated fees, and often results in project timeline delays due to ISD and DPW servicing multiple County Departments.

The absence of an as-needed consultant services agreement, since 2020, has hindered the Department from completing small repairs and maintenance projects typically performed by personnel assigned to FPB, in a timely and cost-effective manner.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 3: Realize tomorrow's government today; Focus Area F: Flexible and Efficient Infrastructure by enabling the Department to obtain as-needed Services that support and enhance FPB's operation while providing quality, safe, and secure facilities for our employees, justice-involved population, and the public.

FISCAL IMPACT/FINANCING

The estimated annual cost for the services under the new master agreement is \$1,000,000 based on existing annual utilization of similar master agreements held by other County departments. These costs would be fully offset by corresponding reductions as work is transitioned to the new master agreement, resulting in zero net cost impact. Furthermore, the Department believes that contracting under the new master agreement for critical facilities projects would be timelier and more cost-effective due to increased responsiveness and reduced overhead costs.

Actual expenditures will be incurred solely on an as-needed basis. The Department has identified sufficient funding in the Fiscal Year 2025-26 operating budget. Over the term of the Agreements, allocations will be established in the Department's operating budget to meet the anticipated need each fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Model Agreement was determined to be a Non-Proposition A agreement due to Services being used on an as-needed basis. The Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

The Services will be performed on a work order basis. The County's procedures for issuing work orders to qualified Contractors are outlined in the Model Agreement. The County will issue work orders on a rotational basis, but factors affecting the selection process for any work order bid may include past project performance, scheduling, and workload distribution.

The Model Agreement includes all County-required provisions, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment, Policy of Equity, Prohibition from Participation in Future Solicitations, and Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding.

The Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On April 19, 2024, the Department released a Request for Statement of Qualifications (RFSQ) to solicit Statements of Qualifications (SOQs) from vendors to provide Services. The RFSQ was posted on the County and Department websites. The Department received four SOQs by the initial due date of June 7, 2024. Of the SOQs received, two were determined to meet or exceed the minimum mandatory qualifications.

The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of the recommended actions, the Sheriff will execute Agreements with a maximum of six qualified contractors.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will enable the Department to maintain a pool of qualified contractors to provide as-needed Services to better manage fluctuations in workload, provide more responsive Services, and ensure safer and more secure Department facilities.

The Honorable Board of Supervisors
September 30, 2025
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CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Luna". The signature is fluid and cursive, with the first letter of the last name being a large, stylized "L".

ROBERT G. LUNA
SHERIFF

APPENDIX A
MODEL MASTER AGREEMENT



MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES

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Model Master Agreement

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ATTACHMENTS

Attachment 1: Statement of Work

EXHIBITS

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Sample Work Order
Exhibit D1	Subsequent Executed Work Orders (Not attached but incorporated by reference)
Exhibit D2	Subsequent Scope of Services (Not attached but incorporated by reference)
Exhibit D3	Process for Receiving, Reviewing, and Accepting Deliverables
Exhibit E	Forms Required Before Work Begins (Certifications and Confidentiality Forms)
Exhibit F	Contract Discrepancy Report
Exhibit G	Intentionally Omitted
Exhibit H	A/E Fee Schedule (Not attached to Model Master Agreement)
Exhibit I	Services Team (Not attached to Model Master Agreement)
Exhibit J	Subcontractor Acknowledgement Form (Not attached to Model Master Agreement)

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
SHERIFF DEPARTMENT
AND**

**_____
FOR
ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES**

This Master Agreement, Attachment, and Exhibits are made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles (County), Sheriff's Department (Department) and _____ (Contractor) to provide as-needed Architectural, Engineering, and Related Services (Services).

RECITALS

WHEREAS, the County may contract with private businesses for as-needed Architectural, Engineering, and Related Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Architectural, Engineering, and Related Services; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000 which authorizes the Los Angeles County Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the Sheriff or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Attachment 1, and Exhibits A, B, C, D, D1, D2, D3, E, F, H, I, and J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between this base Master Agreement, Attachments and Exhibits, or between Attachments and Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this Master Agreement and then to the Attachments and Exhibits according to the following priority:

Attachments:

Attachment 1: Statement of Work

Exhibits:

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Sample Work Order
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Exhibit G	Intentionally Omitted
Exhibit H	A/E Fee Schedule
Exhibit I	Services Team
Exhibit J	Subcontractor Acknowledgement Form

This Master Agreement, Attachments, and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) below and signed by authorized representatives of both parties.

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout all Master Agreement documents.
- 2.2 Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.3 Board:** The Los Angeles County Board of Supervisors.
- 2.4 Business Day(s):** Monday through Friday, excluding County-observed holidays.
- 2.5 Change Notice:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.6 Contractor:** The sole proprietor, partnership, or corporation that has entered into this Master Agreement with County as identified in the preamble.
- 2.7 Contractor Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after this Master Agreement award.
- 2.8 County Project Director:** The person designated by County with authority to approve all Work Order solicitations and executions. All references here forward to County Project Director mean, "County Project Director or designee."
- 2.9 County Project Manager:** The person designated by County Project Director as chief contact person with respect to the day-to-day administration of this Master Agreement. All references here forward to County Project Manager mean, "County Project Manager or designee."
- 2.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 Fiscal Year:** The twelve-month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.13 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met Vendor's Minimum Mandatory Qualifications listed in the RFSQ and has an executed Master Agreement with the Department.
- 2.14 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide Services through Master Agreements.

- 2.15 Scope of Services:** An attachment accompanying a Work Order that contains a written description of tasks and/or deliverables desired by the Department for a specific Work Order, outlining the Work to be performed, and identifies the deliverables, timeline, and milestones of a project.
- 2.16 Statement of Qualifications (SOQ):** A Vendor's response to an RFSQ.
- 2.17 Statement of Work (SOW):** The document that provides a written description of tasks and summarizes Contractor's work requirements and obligations, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- 2.18 Term:** Has the meaning set forth in Paragraph 4.0 (Term of the Master Agreement) of this Master Agreement.
- 2.19 Work:** Any and all tasks, subtasks, deliverables, and goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully-executed Amendments, Change Notices/Orders, and Work Orders hereto.
- 2.20 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables, refer to Paragraph 3.0 (Work) below. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit D1 (Subsequent Executed Work Orders) by this reference and made a part of this Master Agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, Services and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order.
- 3.2** All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Manager in order to qualify for payment. In no event will the County be liable or responsible for payment for any Work prior to approval from County Project Manager of such Work.
- 3.3** Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Work Order is payable in arrears on a per-Work Order basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of this Master Agreement.
- 3.4** The County's procedures for issuing and executing Work Orders are set forth in Paragraph 2.2 (Work Order Process) of Attachment 1 (Statement of Work) to this Master Agreement. Work Orders must conform to Exhibit D (Sample Work Order) to this Master Agreement.

The County will, upon completion of evaluation of Work Order response, endeavor to negotiate fair and reasonable fees for the proposed Work Order with Contractor, pursuant to the applicable laws, including California Government Code Section 4526-4529.5 (Mini-Brooks Act.) If the County and Contractor fail to negotiate a fair and reasonable fee for service, the County, in its sole discretion, may proceed with issuing a Work Order request to the next qualified Contractor in rotation.

- 3.5 The County reserves the right to match potential projects and needs to qualified Contractors based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis. After such selection, the qualified Contractor will be placed at the end of the rotation.
- 3.6 If Contractor provides any task, deliverable, Service, or other Work to the County that: (a) exceeds the scope of the Work Order, and/or (b) utilizes personnel not specified in the Work Order, and/or (c) exceeds the total maximum amount as specified in the Work Order as originally written, or as may be modified from time to time, and/or (d) performed after the expiration or termination of this Master Agreement in accordance with Paragraph 8.1 (Amendments and Change Notices), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.
- 3.7 During the term of this Master Agreement, Contractor must at all times possess and maintain current all licenses and certifications required to perform the Work under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor must immediately notify County Project Manager and cease providing all Work under this Master Agreement.
- 3.8 The Department reserves the right to add and/or delete personnel titles and recommended rates in Exhibit H (A/E Fee Schedule) to this Master Agreement throughout the Term of this Master Agreement in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 3.9 The execution of this Master Agreement does not guarantee Contractor any minimum amount of business. The County does not promise, warrant or guarantee that the County will utilize any particular level of Contractor's service, or any Services at all, during the term of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Sheriff or his designee as authorized by the Board, and will expire on _____, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement Term for up to two one-year periods, for a maximum total Master Agreement Term

not to exceed seven years. Each such option Term will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board, and must be in the form of a written Amendment executed in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.

- 4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement Term extension option.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration) to this Master Agreement.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

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

5.3 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

- 5.3.1 Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services

rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from Contractor.

- 5.3.2 Notwithstanding the above, Contractor will be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Services are rendered pursuant to a Work Order that was validly executed during the Term of this Master Agreement. This provision will survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Contractor must invoice the County separately for each validly executed Work Order for providing the tasks, deliverables, Services, and other Work authorized and specified in Attachment 1 (Statement of Work) to this Master Agreement either: (1) monthly, if performed on a time and materials basis [refer to Exhibit D (Sample Work Order) to this Master Agreement] or (2) by deliverable, if performed on a fixed price per deliverable basis [refer to Exhibit D (Sample Work Order) to this Master Agreement].
- 5.4.2 Payment for all Work will be on either a time and materials basis or a fixed price per deliverable basis, subject to the total maximum amount specified in each Work Order, less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) of this Master Agreement.
- 5.4.3 Contractor must satisfactorily perform all Work and must correct all defective materials or workmanship prior to payment by the Department for Work performed.
- 5.4.4 The County will not pay Contractor for any overtime premiums, travel expenses, mileage, parking fees, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.5 Contractor must submit an original invoice, within ten Business Days after the County's acceptance of all completed Work, to County Project Manager at the address set forth in Exhibit A (County's Administration) to this Master Agreement.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Time and Materials Basis:

Each invoice submitted by Contractor must specify the following:

- Invoice number and date,

- Contractor's name, address, and telephone number,
- County Work Order number and Contractor's Master Agreement number,
- Period of performance of Work being invoiced,
- Name(s) of person(s) who performed the Work,
- Copy of the approved not-to-exceed price and/or supplemental Work Order signed by County Project Director,
- Number of hours being billed for the person(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable Basis:

Each invoice submitted by Contractor must specify the following:

- Invoice number and date,
- Contractor's name, address, and telephone number,
- County Work Order number and Contractor's Master Agreement number,
- Period of performance of Work being invoiced,
- Name(s) of person(s) who performed the Work,
- Copy of the approved not-to-exceed price and/or supplemental Work Order signed by County Project Director,
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- Total amount of the invoice.

5.4.7 Submission of Invoices

- All Work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County Project Director.
 - If applicable, an executed Exhibit D3 (Process for Receiving, Reviewing, and Accepting Deliverables) to this Master Agreement evidencing County's written approval of the tasks and deliverables must be attached to invoice.
- Contractor must submit an original and one copy of each invoice to County Project Manager at the address and e-mail address listed in Exhibit A (County's Administration) to this Master Agreement.

- c) Contractor must submit invoices by the 15th Day of the month following the month in which Services were performed.
- d) In no event will the County be liable or responsible for any payment prior to such written approval. The Department will not be responsible for invoices submitted more than 60 Days after the date of Services rendered. The County will be under no obligation to remit payment for late, lost, or mishandled invoices.
- e) Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

5.4.8 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval.

5.4.9 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

- 5.5.1 The County has determined that the most efficient and secure default form of payment for goods and/or Services provided under this Master Agreement with the County will be direct deposit or EFT, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

- 5.5.4 At any time during this Master Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit A (County's Administration) to this Master Agreement. The County will notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The responsibilities of County Project Director may include:

- a) Coordinating with Contractor and ensuring Contractor's performance of this Master Agreement; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby, and
- b) Providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.2 County Project Manager

The role of County Project Manager is authorized to include but not limited to:

- a) Meeting with Contractor's Project Manager on a regular basis,
- b) Preparing Work Orders, and
- c) Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor must notify the County in writing of any change in the names or addresses shown.

7.1 Contractor Project Manager

Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Project Manager. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

7.4.2 Contractor is responsible for ensuring that employees have obtained a company photo identification badge before they are assigned to Work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper company picture ID badge on their person.

7.5 Background and Security Investigations

7.5.1 At any time prior or during the Term of this Master Agreement, all Contractor staff, non-employee staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Master Agreement. Such background investigation may include, but will not be limited to, criminal conviction information obtained through a Driver License check or through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review.

7.5.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation are at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the term of this Master Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

7.6.5 Contractor will cause each employee performing Services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement) to this Master Agreement.

-OR-

7.6.6 Contractor will cause each non-employee performing Services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) to this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement must be prepared and executed by Contractor and by the Sheriff or his designee.

8.1.2 For any change which materially affects the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Board.

8.1.3 For any change which does not materially affect the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, including any addition or deletion of personnel titles and recommended rates set forth in Exhibit H (A/E Fee Schedule) to this Master Agreement, a Change Notice to this Master Agreement must be executed by County Project Director and Contractor Project Manager.

8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, for: (a) any option Term extension of this Master Agreement and (b) modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to this Master Agreement, 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 Master Agreement will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

- a) That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
- b) That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
- c) That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
- d) Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury

Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy

- a) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its employees will receive from 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by the County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for the County under this Master Agreement, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- c) If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Master Agreement and at its sole discretion, that

Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- d) Contractor's violation of this Paragraph 8.7.2 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 Paragraph 8.8 (Conflict of Interest) will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicates

a lack of business integrity or business honesty, or (d) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

- a) If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c) 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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 Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed, (ii) a bona fide change in ownership or management, (iii) material evidence discovered after debarment was imposed, or (iv) any other reason that is in the best interests of the County.
- e) The Contractor Hearing Board will consider a request for review of a debarment determination only where: (i) Contractor has been debarred for a period longer than five years, (ii) the debarment has been in effect for at least five years, and (iii) 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Exhibit C (Safely Surrendered Baby Law) to this Master Agreement, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with

employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must 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. Contractor must retain all

such documentation for all covered employees for the period prescribed by law.

- 8.16.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. The County will 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 Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor will 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 Contractor

pursuant to this Master Agreement.

8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing Services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates

must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00 dollars, and list any County-required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.
- Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive,

written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide the County with each subcontractor's separate evidence of insurance coverage.

Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's general liability policy. Contractor must obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

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

8.24.4 Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Master Agreement's expiration, termination, or

cancellation. Actual coverage requirement to be determined based on individual project.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.
- 8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems are correctable by Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:
- a) Deduct from Contractor's payment those applicable portions of the invoice, 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per Day per infraction and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
 - c) Upon giving five Days notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.25.3 The actions noted in Paragraph 8.25.2 above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or Paragraph 8.25.2 above, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If Contractor's prices decline, or should Contractor at any time during the Term of this Master Agreement provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Non-discrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

- a) That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b) That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c) That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d) Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.27.3 Contractor must 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Non-discrimination and Affirmative Action) when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Non-discrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Master Agreement, that party must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

Contractor must bring to the attention of County Project Manager any dispute between the County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Manager is not able to resolve the dispute, the Sheriff or his designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) to this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's

documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) below; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

- 8.36.1 Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:
- Contractor must develop all publicity material in a professional manner, and
 - During the Term of this Master Agreement, Contractor must not, and will 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 County Project Director. The County will not unreasonably withhold written consent.
- 8.36.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to the County during the Term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the Term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: (a) repaid by Contractor to the County by cash payment upon demand, or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor

by the County by cash payment, provided that in no event will County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of the County as further specified in Paragraph 2.3 (Work Order Response Requirements) of Attachment 1 (Statement of Work) to this Master Agreement.** Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.3 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

8.39.4 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.

8.39.5 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.6 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) above will constitute a default under this

Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) below and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:

- Stop Work under the Work Order or under this Master Agreement, as identified in such notice,
- Transfer title and deliver to the County all completed Work and Work in process, and
- Complete performance of such part of the Work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) above.

8.42 Termination for Default

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

- Contractor has materially breached this Master Agreement,
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Master Agreement or any Work Order issued hereunder, or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate

convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor must continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default), or that the default was excusable under the provisions of Paragraph 8.42.3 above, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) above.
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) are not exclusive and are in addition

to any other rights and remedies provided by law and/or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.43.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
 - The appointment of a Receiver or Trustee for Contractor,
or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten Days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

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

8.53.2 If a Contractor or member of Contractor Staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor Staff be removed immediately from performing Services under this Master Agreement. The County will

not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

- 8.53.3 Disqualification of any member of Contractor Staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Contractor's violation of this Paragraph 8.55 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

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

CPOE. Failure of Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Vendor/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

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

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

9.6.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of

such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:

- a) Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
- b) In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
- c) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Social Enterprise (SE) Preference Program

9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

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

- a) Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
- b) In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and

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

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:
 - a) Pay to the County any difference between this Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
 - b) In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
 - c) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department

of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.9 Organic Waste Recycling

- 9.9.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.9.2 Contractor must not dispose of green waste material(s) in a landfill. Contractor must identify means for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 9.9.3 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, Contractor must train facility staff in managing the green waste to compost the acceptable materials.
- 9.9.4 Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. Contractor must provide a report to the County Project Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.10 Procurement of SB 1383-Compliant Compost and Mulch

Any compost or mulch purchased by Contractor must be SB 1383-compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor must provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor must obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's Services under this Master Agreement. Contractor must further ensure that all of its officers, employees, subcontractors, and agents who perform Services hereunder obtain, and maintain in effect during the Term of this Master Agreement, all

licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by the County, Contractor must provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager.

10.0 SURVIVAL

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection-Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 8.59 (Campaign Contribution Prohibition Following Final Decision in
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Paragraph 10 (Survival)

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County Department, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

CONTRACTOR

By: _____

Signed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Michele Jackson
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES

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STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) is seeking qualified Contractors that can provide Architectural, Engineering, and Related Services (Services) on an as-needed basis. Contractor will be required to provide the Services throughout the County.
- 1.2 No Work will be performed under the Master Agreement except in accordance with a fully executed Work Order issued pursuant to Paragraph 2.4 (County Review and Award Process) below.
- 1.3 The execution of a Master Agreement does not guarantee Contractor any minimum amount of Work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's service, or any Services at all, during the Term of the Master Agreement. The determination as to the need for Services will rest solely with the Department.

1.4 Description of Services

Contractor and/or their subcontractor(s) must provide Services including, but not limited to:

- a. Architectural, civil, structural, mechanical, electrical, plumbing, low voltage, telecommunications, and landscaping design; including wet stamped plans and record drawings (schematic design, design development, construction document design, and drawings),
- b. Building and fire life safety systems design and building code analysis and compliance, which includes obtaining permits,
- c. Development and/or design of building system alternatives,
- d. Americans with Disabilities Act (ADA) design and compliance review,
- e. ADA surveys performed by Certified Access Specialists (CASP),
- f. Facilitation, by individuals with valid certifications, of designations during the programming, design, and construction for:
 - Leadership in Engineering and Environmental Design (LEED),
 - ENVISION Sustainable Infrastructure, and/or
 - SITES Sustainable Land Use.
- g. Obtaining local, state, and federal jurisdictional approvals and permitting for all projects as applicable, from regulatory agencies such as the Board of State and Community Corrections,
- h. Preparation of California Environmental Quality Act (CEQA) documents,

- i. Pre-design services which may include, but are not limited to: concept design, programming studies, various land or other surveys, exploratory efforts, feasibility and special studies, geotechnical studies, testing, and design services, drainage and grading studies, field investigative studies, testing and facility needs assessments (e.g., preparing analyses of the need for law enforcement facilities to accommodate new development and its associated costs), conceptual site utilization studies, and other facilities planning activities,
- j. Economic development impact fee study(s), as required by the Mitigation Fee Act (California Government Code Sections 66000 et seq.),
- k. Pre-construction site analysis and planning, with consideration for utilities and structures, construction sequencing, construction site coordination, site infrastructure, construction-related traffic analysis, and other considerations, as applicable,
- l. Cost estimating and related cost and contingency analysis,
- m. Development of project phasing alternatives, including cost models,
- n. Review of architectural and engineering documents and specifications for accuracy and constructability,
- o. Preparation of resource-loaded and/or project schedules,
- p. Critical path method project schedules and related analysis,
- q. Quality-control/quality assurance inspections and reports,
- r. Field engineering investigations, assessments, and reports,
- s. Surveys of industry suppliers and vendors,
- t. Peer review services and/or development of alternative/value engineering design solutions,
- u. Review and make recommendations on consultant requests for information,
- v. Value engineering and construction administration support services during construction,
- w. Provide document control services, as required, to supplement County staff in managing the day-to-day file management of Department projects,
- x. Equipment and building systems commissioning by certified consultants,
- y. Job Order Contracting (JOC), Low-Bid-Build, and Design-Build support, and
- z. Preparation of interior design, to include specifications for furniture finishes, and furniture package options.

2.0 WORK

Upon determination by the County to solicit Services, the County will issue Work Orders to Qualified Contractors on a rotational basis. It is understood by Contractor that the County's rotation process may have the effect that no Work Orders are awarded to some Contractors and the County reserves the right to match potential projects and needs to qualified Contractors based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis. After such selection, the qualified Contractor will be placed at the end of the rotation.

2.1 Work Order Process

The County's procedures for issuing and executing Work Orders are generally as follows:

- a. Upon determination by the County to issue a Work Order, the County will identify the Work to be performed and will issue a Work Order solicitation [refer to Exhibit D (Sample Work Order) to the Master Agreement] to the next qualified Contractor on the rotation. The Work Order solicitation will include a Scope of Services outlining the Work required for the performance thereof.
- b. The County will facilitate, as applicable, a job/project walk-through for all qualified Contractors that received a Work Order solicitation.

2.2 Work Order Response Requirements

Contractor must submit its response by the timeframe specified on the Work Order. Response must include all information and supporting documentation requested on the Work Order, including, but not limited to:

- Work Breakdown Structure (WBS) that is task/deliverable-based and includes a technical assessment document demonstrating Contractor's understanding of the Scope of Services and deliverables.
- Number of labor hours and rate(s) for each Contractor and/or subcontractor staff performing Work, as applicable.
- Cost and payment schedule broken out by each deliverable pay point, as applicable.
- Project timeline (see Paragraph 5.0 below).
- Subcontractor information, as applicable. If Contractor intends to utilize one or more subcontractors to perform the Work identified in the Work Order, Contractor must provide the following information with their Work Order:
 - a. Name(s) of each subcontractor,
 - b. Copies of any required licenses/certificates, as applicable, and

- c. A description of the respective roles each subcontractor will play during the project.

The County reserves its sole right to approve or disapprove the use of any subcontractor.

- Contractor's fully burdened not-to-exceed total maximum amount for the Work must be based upon the County's requirements, and Contractor's findings from the job walk through, as applicable. For purposes of this Paragraph, "fully burdened" means all non-Work Order operating expenses or fees not directly related to the Work (e.g., administrative/clerical costs, material acquisition and handling, stocking and restocking fees, and other operating costs as applicable).
- Contractor, at Contractor's sole expense, is responsible for any errors and omissions made by Contractor's misrepresentation of the level of effort needed to complete the Work and/or Contractor's failure to validate existing conditions which may be cause for additional Services.

2.3 County Review and Award Process

- 2.3.1 The County will review Contractor's Work Order response and make a tentative award. The County may make an award based solely on qualifications, or on a combination of project timeline (projected time to completion), qualifications, and/or past performance.
- 2.3.2 The County and Contractor will engage in a review and negotiate the following:
 - a. WBS,
 - b. Project timeline, and
 - c. Payment schedule.
- 2.3.3 Should the County and Contractor not reach an agreement, within a reasonable timeframe, in finalizing the project timeline, the fully burdened not-to-exceed total maximum amount for the Work, and/or other technical documents, the County, in its sole discretion, may proceed with the next qualified Contractor on the rotation.
- 2.3.4 Following successful review and approval of all required documentation, the County will issue to Contractor a Notice to Proceed (NTP) for each Work Order or portion thereof, as applicable. Contractor's Work must commence upon receipt of the first NTP.
- 2.3.5 Prior to commencement of Work, Contractor must submit applicable confidentiality forms [refer to Exhibits E3, E4, and/or E5 to this Master Agreement] to County Project Manager].

- 2.4 Contractor must not proceed with additional services not specified in each Work Order, without prior written authorization from the County. Contractor will not be paid for any expenditure beyond the amount and scope (or project phase) stipulated in each Work Order.
- 2.5 All documentation, other Work, as well as all work-in-progress, both in hard-copy and electronic file formats, generated by Contractor pursuant to and during the execution of a Work Order, is and remains the sole property of the County.
- 2.6 Project deliverables will be reviewed and accepted in accordance with Exhibit D3 (Process for Receiving, Reviewing, and Accepting Deliverables) to the Master Agreement.
- 2.7 Upon the County's acceptance of a deliverable, Contractor may invoice the County for the deliverable, only as negotiated in advance, and memorialized in the agreed-to Scope of Services and payment schedule.

3.0 PROJECT ASSUMPTIONS

This project is being undertaken with the following general assumptions:

- 3.1 Funding has been identified for this project,
- 3.2 The underlying legal and institutional basis and requirements for the proposed project will not significantly change during the course of the project,
- 3.3 Key members of Contractor's project team must possess sufficient experience, as solely determined by County Project Director, to provide practical and cost-effective professional service delivery and expertise in their respective disciplines,
- 3.4 Notwithstanding the above, the County, in its sole determination, has the right to request that an individual on Contractor's project team be removed and replaced in a timely manner if determined to be in the best interest of the project, and
- 3.5 Contractor's cost for preparing and delivering a response to a Work Order, including Contractor's WBS, the technical assessment, project timeline, and total maximum amount, is provided to the County at Contractor's sole expense.

4.0 COUNTY'S RESPONSIBILITIES

- 4.1 The County will administer the Master Agreement according to Paragraph 6.0 (Administration of Master Agreement - County) of the Master Agreement. The County will be responsible for:
 - a. Coordinating all activities of, information from, and decisions made by County personnel,
 - b. Obtaining subject-matter expertise (SME), as applicable,

- c. Providing clarification on any of the County's requirements,
- d. Providing project oversight and management, and
- e. Making best efforts to timely review Contractor tasks and deliverables, as specified in Exhibit D3 (Process for Receiving, Reviewing, and Accepting Deliverables) to the Master Agreement.

4.2 Furnished Items

- 4.2.1 The County will, as applicable and available, make accessible to Contractor certain drawings, specifications, and other required documents and/or information (County Materials) to facilitate the Work on a per-project basis.
- 4.2.2 Contractor must not reproduce said County Materials without express prior written authorization from County Project Director.
- 4.2.3 Notwithstanding the foregoing, the County does not represent the accuracy of the content of said materials. Contractor is responsible for verifying the existing conditions of the County facility for which Services will be rendered.

5.0 CONTRACTOR'S RESPONSIBILITIES

- 5.1 Contractor's responsibilities include, but are not limited to:
 - a. Providing all project documentation in accordance with Exhibit D3 (Process for Receiving, Reviewing, and Accepting Deliverables) to the Master Agreement, in a form and format as directed by County Project Manager.
 - b. Maintaining and updating project timelines in Microsoft Project, or in another format approved by County Project Director, as tasks and deliverables are completed and/or modified. All documentation, as well as all versions of the project timelines to-date, are subject to review by the County at any time.
 - c. Reviewing technical components of any fully executed Work Order or supplemental Work Order, at Contractor's sole expense.
 - d. Notifying the County of any anticipated delays in the project schedule. Contractor may be required, at County's sole discretion, to provide a monthly written status report and recovery schedule summarizing progress against the approved project timeline.
 - e. Attending meetings with County personnel, at Contractor's sole expense, as determined by County Project Director. County Project Director will inform Contractor, in advance, of the meeting format (e.g., in-person or virtual) and of any documentation required for such meetings (e.g., status reports, drawings, renderings, mock-ups, and/or other documents described in the Work Order's Scope of Services).

- f. Recording all meeting minutes for tracking and memorializing discussions of project issues, as follows:
 - i. Meeting minutes must be timely recorded within two Days and saved to the final project record,
 - ii. All updates to the meeting minutes must be submitted to County Project Manager for review and approval prior to distribution to project team, and
 - iii. Authorized members of the County and Contractor project teams must be provided access to view and print information about the status of project issues from their meeting minutes.
- g. Ensuring all material and equipment required to provide the Services described throughout the Master Agreement and all resultant Work Orders, are provided to all Contractor staff. Contractor assumes all liability for the loss and/or safe operating condition of said equipment.
- h. Maintaining records of all project documentation including, but not limited to, the project timelines throughout the Term of the Master Agreement.

5.2 Contractor's Office

- 5.2.1 Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Master Agreement. In case of emergencies during non-business hours, including weekends, Contractor must receive calls from the County and answer all calls received within one hour of receipt.

6.0 PROJECT REVIEW

The project review is a critical element of County's Quality Control plan. All deviations from the original and subsequent versions of the approved Work Order and project timeline will be documented by both Contractor and County Project Director in a form and format agreed-to by the parties.

- 6.1 Upon such time the cumulative effect of project delays equals ten Days, an updated project timeline must be processed not later than two Days following the last observed delay. In like manner, Contractor must provide to the County an updated recovery project timeline for each subsequent aggregation of project delays which equals ten Days. Each update to the timeline must identify the following:
 - a. The delayed task(s),
 - b. Date of delay,
 - c. The reason(s) for each delay, and

- d. The description of the Work impacted and how the delay will be recovered.
- 6.2 Notwithstanding County Project Director's authority to approve updates to the project timeline for project delays and to grant Contractor extensions of time for Work performed, upon such time the cumulative effect of project delays equals 30 Days or more, the County, in County's sole discretion, will initiate a formal project review. The project review will be conducted by, though not be limited to, the Department's Facilities Planning Bureau and the Department's executive sponsor(s) in consultation with County Counsel. In like manner, the County will initiate a formal project review for each subsequent 30-Day extension thereafter.
- 6.3 Each project review may result in any of the following:
 - a. An assessment of Contractor's progress-to-date and the likelihood of completing the project on schedule,
 - b. An assessment of Contractor's responsibility for and response to the timeline slippage, quality lapses, and/or other project issues,
 - c. An assessment of Contractor's performance expectations and the County's recommendations for improvement,
 - d. The County's request for a project recovery timeline, or
 - e. Termination of the Work Order, in whole or in part, at the County's sole discretion.
- 6.4 At minimum, Contractor's Project Director and Contractor's Project Manager must attend all project review meetings in-person, and as-needed, unless otherwise specified by County's Project Director, pursuant to Paragraph 5.1 (e) above.

7.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures set forth in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

7.1 Contract Discrepancy

Whenever a contract discrepancy is identified by the Department, a verbal notification will be made to Contractor as soon as possible. The problem must be resolved within a time period mutually agreed upon by the parties.

7.1.1 Contract Discrepancy Report

County Project Manager will determine whether a Contract Discrepancy Report (CDR) (refer to Exhibit A to the Master Agreement), will be issued. Upon receipt of the CDR, Contractor must respond in writing County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must prepare a written

plan for correction of all deficiencies identified in the CDR, which must be submitted to County Project Manager within three Business Days of receipt of the CDR. Contractor must continue Work pursuant to the scope and schedule while preparing the plan for correction.

**MASTER AGREEMENT
FOR
ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES**

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CONFIDENTIALITY AGREEMENT
- OR –**
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
- F CONTRACT DISCREPANCY REPORT
- G INTENTIONALLY OMITTED
- H A/E FEE SCHEDULE (NOT ATTACHED TO MODEL MASTER
AGREEMENT)
- I SERVICES TEAM (NOT ATTACHED TO MODEL MASTER AGREEMENT)
- J SUBCONTRACTOR ACKNOWLEDGEMENT FORM (NOT ATTACHED TO
MODEL MASTER AGREEMENT)

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACT COMPLIANCE MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME**MASTER AGREEMENT NO.** _____**CONTRACTOR'S PROJECT DIRECTOR:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor will be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

SAFELY SURRENDERED BABY LAW

**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

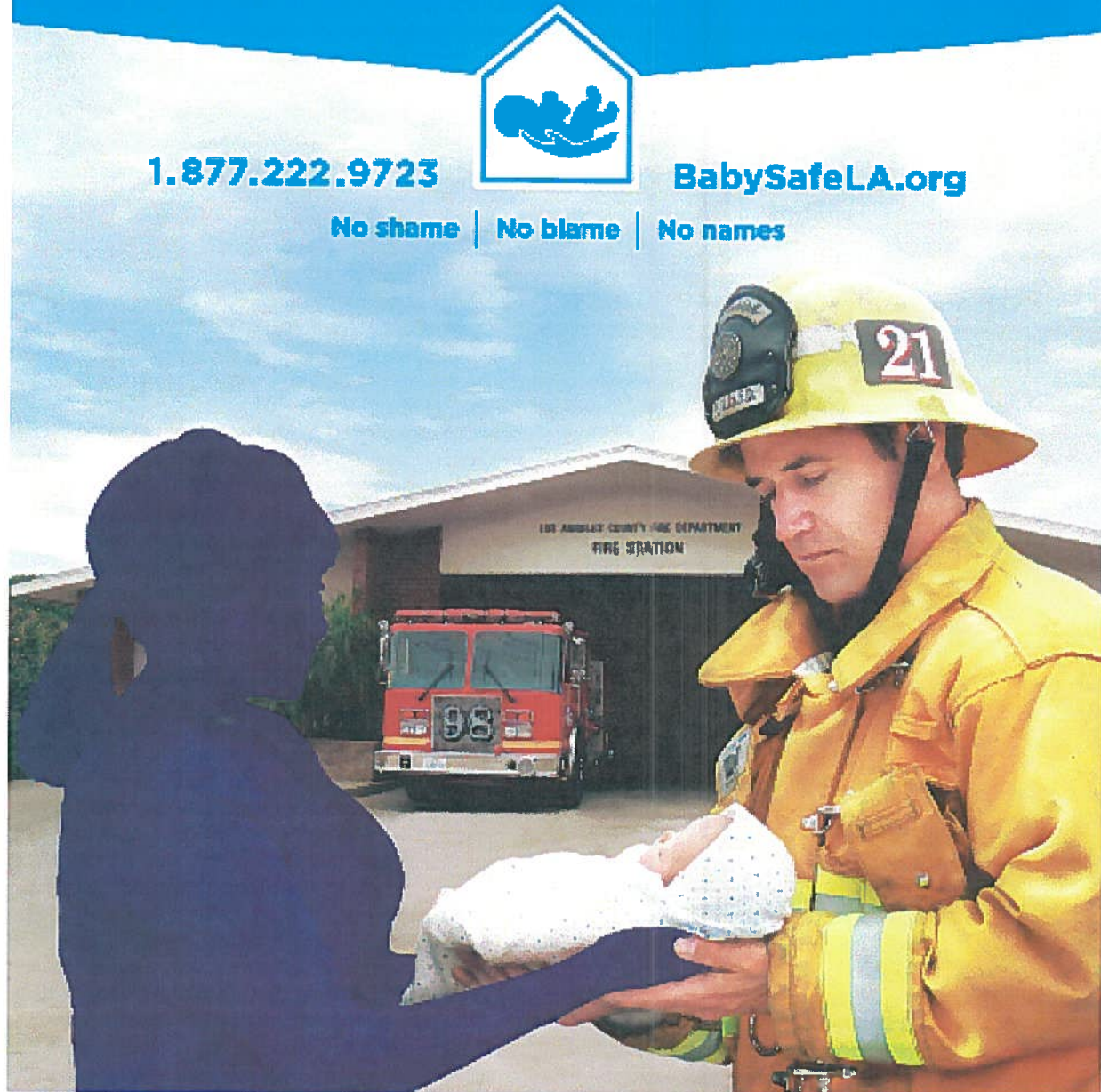
Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



SAFELY SURRENDERED BABY LAW

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



BabySafeLA.org

No shame | No blame | No names



SAFELY SURRENDERED BABY LAW



FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week, and an interpreter will be with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken

**SAMPLE
WORK ORDER**
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES
Project ID No. XX-XXXX

(CONTRACTOR NAME)

Work Order Number: _____ **Master Agreement No.:** _____

Supplemental Work Order Number (if applicable): _____

Project Title: _____

Period of Performance _____

Location: _____

Pre-Site Visit Address: _____

Date/Time: _____

Exhibit D2 (Scope of Services) to this Work Order defines the scope of Work for Project ID No. XX-XXXX.

Department Contacts:

County Project Director: _____

County Project Manager: _____

Contractor Contacts:

Contractor Project Director: _____

Contractor Project Manager: _____

Contractors' Questions

All questions regarding this Work Order and/or Exhibit D2 (Scope of Services) must be emailed to:

Attention: _____

E-mail: _____

Response Requirements:

Contractor must complete this Exhibit D in fulfillment of its obligation to provide the County with a fully burdened not-to-exceed cost for this Work Order. Sections I through IV below must be completed in their entirety.

I. WORK BREAKDOWN STRUCTURE (WBS) AND PROJECT TIMELINE

- A. Contractor must provide a WBS that is task/deliverable-based and includes a technical assessment document demonstrating Contractor's understanding of the project as specified in Paragraph 2.3 (Work Order Response Requirements) of Attachment 1 (Statement of Work) to the Master Agreement.
- B. Additionally, Contractor must provide a project timeline estimating time of completion. The timeline must be maintained in Microsoft Project, or in another format approved by County Project Director.

II. COST AND PAYMENT SCHEDULE (TIME AND MATERIAL BASIS) (IF APPLICABLE)

- A. The Total Maximum Amount that County will pay Contractor for all Services to be provided under this Work Order will not exceed _____ Dollars (\$_____).

PERSONNEL

Contractor will provide the below-listed personnel whose labor rates are as shown:

Skill Category(s):	Name(s):	Rate:
		@ \$_____/hour
		@ \$_____/hour
		@ \$_____/hour

SUBCONTRACTING

In accordance with Paragraph 2.3 (Work Order Response Requirements) of Attachment 1 (Statement of Work) to the Master Agreement, Contractor must provide the following information for all proposed subcontractor personnel:

- Name of subcontractor(s): _____
- Subcontractor staff: _____

- Describe their respective role(s) in the project: _____

- B. Contractor will invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor will be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order. The hourly rates on this Work Order must not exceed the rates set forth in Exhibit H (A/E Fee Schedule) to the Master Agreement.

- C. Contractor will satisfactorily perform and complete all required Services in accordance with Exhibit D2 (Scope of Services) notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount in Section II.A, above.
- D. Awarded Contractor must submit all invoices under this Work Order in accordance with Paragraph 5.4.7 (Submission of Invoices) of the Master Agreement. Contractor must submit an original and one copy of each invoice to County Project Manager at the address and e-mail address listed in Exhibit A (County's Administration) to the Master Agreement. Contractor must invoice the County by the 15th Day of the month following the month in which Services were performed.

III. COST AND PAYMENT SCHEDULE (FIXED PRICE PER DELIVERABLE BASIS) (IF APPLICABLE)

- A. Contractor must provide a fully burdened not-to-exceed cost to complete each of the tasks described in Exhibit D2 (Scope of Services) to this Work Order. Contractor's Total Maximum Amount listed below must not exceed the County's maximum amount specified in Exhibit D2 (Scope of Services).

<u>Deliverable</u>	<u>Fully Burdened Not-to-Exceed Price</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
Total Maximum Amount: _____	

- B. Contractor must satisfactorily provide and complete all required deliverables in accordance with this Work Order. Notwithstanding, the total payment from the County for all deliverables must not exceed the Total Maximum Amount in Section III.A, above.
- C. Awarded Contractor must submit all invoices under this Work Order in accordance with Paragraph 5.4.7 (Submission of Invoices) of the Master Agreement. Contractor must submit an original and one copy of each invoice to County Project Manager at the address and e-mail address listed in Exhibit A (County's Administration) to the Master Agreement. Contractor must invoice the County by the 15th Day of the month following the month in which Services were performed.

IV. SERVICES

In accordance with Paragraph 3.0 (Work) of the Master Agreement, awarded Contractor will not be paid for any task, deliverable, service, or other Work that is not specified in Exhibit D2 (Scope of Services) to this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration or termination of the Master Agreement.

Contractor will be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of the Master Agreement, provided that any such Services are rendered pursuant to a Work Order that was validly executed during the Term of the Master Agreement. This provision will survive the expiration or other termination of the Master Agreement.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT WILL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER AND/OR ANY RESULTANT WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

THE DEPARTMENT RESERVES ITS EXCLUSIVE RIGHT TO REDUCE OR ADD A CHANGE TO THE SCOPE OF SERVICES SPECIFIED IN EXHIBIT D2 TO THIS WORK ORDER. THE DEPARTMENT WILL PROVIDE NOTICE OF ANY PENDING REDUCITON OR ADDITION PRIOR TO COMMENCEMENT OF AND/OR DURING THE COMPLETION OF THE WORK.

A SUPPLEMENTAL WORK ORDER MAY BE ISSUED BY THE COUNTY, AS APPLICABLE, TO : (1) MAKE NON-MATERIAL CORRECTION(S)/EDIT(S) AND/OR (2) ADD NON-MATERIAL CLARIFICATION TO TASKS/DELIVERABLES.

THIS WORK MAY NOT BE AMENDED, BY EITHER PARTY, FOR ANY CHANGES WHICH MATERIALLY AFFECT THE SCOPE OF SERVICES, TASKS/DELIVERABLES, PRICE, OR ANY MATERIAL TERM OR CONDITION INCLUDED IN THIS WORK ORDER.

Contractor's signature on this Work Order confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 3.0 (Work) of the Master Agreement, which establish that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, service, or other Work:

- A. That is not specified in Exhibit D2 (Scope of Services) to this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. Rendered under a Work Order issued after the expiration or termination of this Master Agreement regardless of any oral promise made to Contractor by any County personnel whatsoever.

NOTE TO CONTRACTORS:

Sections I through IV above comprise the entire Work requirement for this Work Order. Failure of Contractor to complete any section above, or any portion thereof, will constitute as non-responsive to this Work Order, at the discretion of the County. Contractor assumes all responsibility for calculation errors.

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

COUNTY OF LOS ANGELES

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D3

**PROCESS FOR RECEIVING, REVIEWING, AND ACCEPTING
DELIVERABLES**

(NOT ATTACHED)

CERTIFICATION OF EMPLOYEE STATUS

CONTRACTOR NAMECOUNTY MASTER AGREEMENT NO.

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order:

EMPLOYEES

1.

2.

3.

4.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CERTIFICATION OF NO CONFLICT OF INTEREST

 CONTRACTOR NAME

County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the County will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the County Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

 Signature of Authorized Official

 Printed Name of Authorized Official

 Title of Authorized Official

 Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

Project ID No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE OF AUTHORIZED OFFICIAL: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

County of Los Angeles
Sheriff's Department

Architectural, Engineering, and Related Services
Model Master Agreement Exhibits
RFSQ 693-SH

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name _____ Employee Name _____

Work Order No. _____

County Master Agreement No. _____

Project ID No. _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE OF AUTHORIZED OFFICIAL: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____

County Master Agreement No. _____

Project ID No. _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE OF AUTHORIZED OFFICIAL: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACT DISCREPANCY REPORT**TO:** _____**FROM:** _____**DATES:** **Prepared by County:** _____ **Master Agreement No.:** _____ **Received by Contractor:** _____ **Returned by Contractor:** _____ **Action Completed:** _____**DISCREPANCY PROBLEMS:** __________
Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** __________
Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** __________
Signature of County Representative_____
Date**COUNTY ACTIONS:** _____**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT G
INTENTIONALLY OMITTED

EXHIBIT H
A/E FEE SCHEDULE
(NOT ATTACHED)

EXHIBIT I

SERVICES TEAM

(NOT ATTACHED)

EXHIBIT J
SUBCONTRACTOR ACKNOWLEDGEMENT FORM
(NOT ATTACHED)