OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF

November 10, 2026

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:

APPROVAL OF A CONTRACT WITH TRANSIT SYSTEMS UNLIMITED, INC. FOR VISITOR BUS TRANSPORTATION SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with Transit Systems Unlimited, Inc. (Transit Systems) for visitor bus transportation services (Services) for the Department's Peter J. Pitchess Detention Center (PDC) custody facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Contract with Transit Systems for an initial term of three years, from November 14, 2026, through and including November 13, 2029, with an option to extend for three additional one-year periods.

2. Delegate authority to the Sheriff, or his authorized designee, to execute Amendments and Change Notices to the Contract, as set forth throughout the Contract to: (1) effectuate modifications, which do not materially affect any term of the Contract, (2) exercise the option periods, if in the best interest of the County,

(3) add new or revised standard County contract provisions adopted by the Board, as required periodically, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Contract, by the provision of a 30-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 30, 2019, the Board approved the current agreement with Transit Systems for the provision of as-needed visitor bus transportation services on weekends and County-designated holidays at PDC. The current agreement will expire on November 13, 2026. Approval of the recommended actions will allow the Department to establish a new Contract for Services at PDC.

Services include providing the necessary buses and bus drivers needed to transport visitors from the Dr. Elmer T. Jaffe Visitor Center and the four custody facilities located within PDC, and providing mechanics, and all other support personnel required to maintain the buses. These Services are necessary for the nearly 700 people who come to visit their incarcerated family and friends on weekends and County-designated holidays.

Implementation of Strategic Plan Goals

The Services provided under the proposed Contract support the County's Strategic Plan, North Star 1, Focus D. Support Vulnerable Populations: Address conditions which drive interactions with the County's child welfare, homeless rehousing, carceral, law enforcement and justice systems, to provide incarcerated persons the opportunity to have visits from family and friends.

FISCAL IMPACT/FINANCING

Based on the new service rates and the maximum daily service schedule, the annual contract sum could potentially be $600,000. The Department's existing budget allocation of $450,000 is based on the previous rates and service schedule. Should the consumption of services by jail visitors cause the Department's existing allocation to be exceeded, then additional funding will be requested in a future budget phase to prevent deficit spending to meet the demand for services.

The total amount paid under this Contract depends upon the quantity of Services requested by the Department. The Department anticipates an average of five buses each weekend day and County-designated holidays. For each bus requested, Transit Systems will charge a daily flat rate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Transit Systems is in compliance with all Board and County Chief Executive Office requirements, including: Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Hiring Practices, Policy of Equity, and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

CONTRACTING PROCESS

On May 29, 2026, the Department released an Invitation for Bids (IFB) 738-SH to solicit bids from vendors to provide Services. The solicitation was posted on the County and Department websites with a closing date of July 15, 2026. Transit Services was the only bidder who provided a response to the IFB. Transit Services met the minimum mandatory requirements and was determined to be responsive and responsible.

The attached Contract has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Contract will ensure the Department receives uninterrupted Services for people visiting incarcerated persons housed at PDC Custody Facilities.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

R. Luna

ROBERT G. LUNA
SHERIFF



CONTRACT

BY AND BETWEEN
THE
COUNTY OF LOS ANGELES

AND

TRANSIT SYSTEMS UNLIMITED, INC.

FOR

VISITOR BUS TRANSPORTATION SERVICES

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
TRANSIT SYSTEMS UNLIMITED, INC.
FOR
VISITOR BUS TRANSPORTATION SERVICES

This Contract (Contract) is made and entered into this __ day of ___, 2026 by and between the County of Los Angeles (County) and Transit Systems Unlimited, Inc. (Contractor). Contractor is located at 8976 Laurel Canyon Boulevard, Sun Valley, California 91352.

RECITALS

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department), may contract with private businesses for Visitor Bus Transportation Services (Services) when certain requirements are met; and

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

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000, which authorizes the Board of Supervisors (Board), to contract for special Services, including the Services described herein; and

WHEREAS, based upon an open-competitive-selection process, the Department has recommended to the Board the selected Contractor that is prepared and desires to provide to the County the Services as described herein; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other Work, or otherwise between this base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to this Contract and then to the Exhibits and Attachments according to the following priority:

Exhibits:

Exhibit A	Statement of Work
	Attachment 1 – Pitchess Detention Center (PDC) Map
Exhibit B	Price Sheet
Exhibit C	County's Administration
Exhibit D	Contractor's Administration
Exhibit E1	Contractor Acknowledgment and Confidentiality Agreement
Exhibit E2	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit E3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit F	Contract Discrepancy Report
Exhibit G	Invoice Discrepancy Report

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

2.0 DEFINITIONS

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

2.1 Amendment: Has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Contract.

2.2 Business Day(s): Monday through Friday, excluding County-recognized Holidays.

2.3 **Change Notice:** Has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Contract.

2.4 **Contract**: This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. This Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services, and other Work.

2.5 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into this Contract with the County to perform or execute the Work covered by this Contract.

2.6 **Contractor Project Manager**: The person designated by Contractor to oversee and administer this Contract.

2.7 **County Project Director**: The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references here forward to County Project Director will mean, "County Project Director or his/her authorized designee."

2.8 **County Project Manager:** The person designated by County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or his/her authorized designee."

2.9 **County Recognized Holidays**: Days on which County departments are closed for business in observance of significant events. A list of County-recognized holidays may be found on the County's website County-recognized holidays.

2.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.11 **Fiscal Year**: The 12-month period beginning July 1st and ending on June 30th of the following year.

2.12 **Statement of Work (SOW):** A written description of the tasks, subtasks, directions, deliverables, goods, Services and other Work, and specifies Contractor's Work requirements and obligations, as set forth in Exhibit A (Statement of Work) to this Contract.

2.13 **Term:** Has the meaning set forth in Paragraph 4.0 (Term of Contract) of this Contract.

2.14 **Work:** Any and all tasks, deliverables, Services, and other Work performed by or on behalf of Contractor including the Work required pursuant to this Contract, including Exhibit A (Statement of Work) and all Exhibits, Attachments, and all fully executed Change Notices and Amendments hereto.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, Services and other Work as set forth in this Contract, including Exhibit A (Statement of Work) and all other Work under this Contract.

3.2 Contractor acknowledges that all Work performed under this Contract is payable in arrears on an as-needed basis in accordance with the terms and conditions of this Contract, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of this Contract.

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

3.4 All such Work must be provided solely as specified under this Contract 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 for such Work.

3.4.1 Contractor's failure to obtain written approval from County Project Manager prior to performing Work will constitute a material breach of this Contract, upon which the County may suspend or terminate this Contract.

3.5 During the Term of this Contract, Contractor must possess and maintain all licenses and/or certifications required to perform Work under this Contract. 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 Contract.

4.0 TERM OF CONTRACT

4.1 The Term of this Contract will be from November 14, 2026, through November 13, 2029, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract Term for up to three additional one-year periods, for a maximum total Contract Term of six years. Each such option period will be exercised at the sole discretion of the Sheriff, or his authorized designee, as authorized by the Board and will be in the form of a written Amendment executed in accordance with Paragraph 8.1 (Change Notices and Amendments) of this Contract.

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 an extension option.

5.0 CONTRACT SUM

5.1 General

The prices and fees payable by the County to Contractor for performing all tasks, deliverables, goods, Services, and any other Work required under this Contract are set forth in Exhibit B (Price Sheet) to this Contract. Such prices and fees are firm and fixed for the Term of this Contract.

5.2 Total Contract Sum

The Contract Sum under this Contract will be the total monetary amount payable by the County to Contractor for supplying all the tasks, deliverables, goods, Services and other Work specified under this Contract. Contractor must provide Services at the rates identified in Exhibit B (Price Sheet) to this Contract.

5.3 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 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, must not occur except with the County's express prior written approval.

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

5.4.1 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 Contract. Should Contractor receive any such payment it must 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 Contract will not constitute a waiver of the County's right to recover such payment from Contractor.

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

5.5 Invoices and Payments

5.5.1 Invoices Content

Each invoice submitted by Contractor must contain the following information:

a. Invoice date.

b. Invoice number.

c. Contractor's name, address, and telephone number.

d. Contract number.

e. Service date(s).

f. Number of buses and type.

g. Extent to which the buses were used, i.e. full-day, half-day, or as-needed.

e. Itemized Service charge(s).

f. Total amount due for the Work.

County Project Manager has the discretion to request any additional invoice documentation and/or information.

5.5.2 Submission of Invoices

Contractor must submit an original invoice to County Project Manager listed in Exhibit C (County's Administration) to this Contract, within 15 Days following the month in which Services were performed. The Department will not be responsible for invoices submitted more than 60 Days after the date of Service rendered. The County will be under no obligation to remit payment for late, lost, or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department.

5.5.3 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.4 No Out-of-Pocket Expense

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by the County. Accordingly, Contractor's invoices must not include out-of-pocket expenses.

5.5.5 Invoice Discrepancy Report

County Project Manager will review all invoices for any discrepancies and issue an Invoice Discrepancy Report (IDR) [refer to Exhibit G (Invoice Discrepancy Report) to this Contract], to Contractor within five Business Days of receipt of invoice if payment amounts are disputed. Contractor must review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within five Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within five Business Days of the County's notice to Contractor of an IDR, then payment will be made by the County, less the disputed charge. None of the foregoing will preclude the County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of this Contract.

5.5.6 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 a receiving, shipping, or service delivery report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under this Contract. Correspondingly, Contractor must not have unresolved disallowed costs in excess of $100,000 that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined at the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of this Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, at the sole opinion of the County, or have been resolved.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or Services provided under an agreement/Contract with the County will be Electronic Funds

Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

5.7.2 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.

5.7.3 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.

5.7.4 At any time during the agreement/Contract, a 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 CONTRACT – COUNTY

6.1 County's Administration

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

6.2 County Project Director

The responsibilities of County Project Director may include, but are not limited to, the following:

a. Ensuring that the objectives of this Contract are met.

b. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3 County Project Manager

The responsibilities of County Project Manager may include, but are not limited to, the following:

a. Acting as the primary point of contact for the day-to-day administration of this Contract.

b. Issuing Work.

c. Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor.

d. Meeting with Contractor Project Manager on a regular basis to discuss any issues or concerns related to this Contract.

e. Issuing Contract Discrepancy Reports in accordance with Paragraph 8.26.2 of this Contract. A sample of the Contract Discrepancy Report is attached as Exhibit F (Contract Discrepancy Report) to this Contract.

f. Issuing Invoice Discrepancy Reports in accordance with Paragraph 5.5.5 (Invoice Discrepancy Report) of this Contract. A sample of the Invoice Discrepancy Report is attached as Exhibit G (Invoice Discrepancy Report) to this Contract.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following Paragraphs is designated in Exhibit D (Contractor's Administration) to this Contract. Contractor must notify the County in writing of any change as they occur.

7.2 Contractor Project Manager

The responsibilities of Contractor Project Manager may include, but are not limited to, the following:

a. Overseeing Contractor's day-to-day activities related to this Contract and coordinating regularly with County Project Manager on a regular basis with respect to Work.

b. Maintaining Contractor's personnel rosters. It is Contractor's responsibility to ensure County Project Manager is provided the most current roster of Contractor personnel providing Services under this Contract.

c. Ensuring performance of all tasks, deliverables, goods, Services, or other Work, in compliance with this Contract.

d. Acting as a central point of contact with the County.

e. Maintaining full authority to act for Contractor on all matters relating to the daily operation of this Contract.

7.3 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 Contract on behalf of Contractor.

7.4 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's Project Manager.

7.5 Contractor's Staff Identification

7.5.1 Contractor, at Contractor's sole expense, must provide each member of the staff assigned to this Contract with a visible photo identification badge in accordance with the County's specifications. Identification badge specifications may change at the sole discretion of the County, and Contractor will be provided with new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering the County facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

7.5.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract.

7.5.3 Contractor is responsible for the immediate retrieval and destruction of County-approved photo identification badges belonging to Contractor's staff terminated from performing Services under this Contract.

7.6 Background and Security Investigations

7.6.1 Each of Contractor's staff performing Services under this Contract, as determined by the County, at the County's sole discretion, 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 Contract. 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. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background investigation.

7.6.2 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 removed immediately from performing Services under this Contract. Contractor must comply with the County's request at any time during the Term of this Contract. The County will not provide Contractor or Contractor's staff any information obtained through the County's background investigation.

7.6.3 The County, at its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County facility access.

7.6.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.6 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work and Services in accordance with the terms and conditions of this Contract.

7.6.5 These terms will also apply to subcontractors of County Contractors.

7.7 Confidentiality

7.7.1 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, County policies concerning information technology security and the protection of confidential records and information.

7.7.2 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 7.7 (Confidentiality), as determined by the County at its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.7 (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 at 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.

7.7.3 Contractor must inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

7.7.4 Contractor must sign and adhere to the provisions of Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement) to this Contract.

7.7.5 Contractor must cause each employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit E2 (Contractor Employee Acknowledgment and Confidentiality Agreement) to this Contract. Additionally, Contractor must cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) to this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

8.1.1 For any change which does not materially affect the scope of Work, Term, Contract Sum, payments or any material term or any condition of this Contract, a Change Notice to this Contract must be executed by both County Project Director and Contractor Project Manager.

8.1.2 For any change which materially affects the scope of Work, Term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by both Contractor and the Board.

8.1.3 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the Term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, a Change Notice or Amendment to this Contract must be prepared and executed by both Contractor and the Sheriff, or his authorized designee.

8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, to: a) exercise any option Term extension of this Contract in accordance with Paragraph 4.0 (Term of Contract), b) effectuate modifications pursuant to Paragraph 8.2 (Assignment and Delegations/Mergers or Acquisitions) below, and c) terminate this Contract, either in whole or in part, by the provision of a 10-day written notice, an Amendment to this Contract must be prepared and executed by both Contractor and the Sheriff, or his authorized 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 Contract, whether in whole or in part, without the prior written consent of the County, at its sole 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 8.2 (Assignment and Delegation/Mergers or Acquisitions), County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract 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 the County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. 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 Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the Board adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

8.5 Complaints

Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten Business Days after Contract effective date, Contractor must provide the County with Contractor's procedures for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in Contractor's procedures, Contractor must make such changes and resubmit the procedures within ten Business Days for County approval.

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

8.5.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.

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

8.5.7 Copies of all written responses must be sent to County Project Manager within five Business Days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.

8.6.2 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 any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County at its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 (Compliance with Applicable Laws) must 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 at 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.

8.7 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 Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

b. Contractor periodically conducts a self-analysis or utilization analysis of its work force.

c. 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.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the County Code.

8.8.2 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 8.8 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: a) the lesser number is a recognized industry standard as determined by the County, or b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for the County under this Contract, subcontractor will also be subject to the provisions of this Paragraph 8.8 (Compliance with County's Jury Service Program). The provisions of this Paragraph 8.8 (Compliance with County's Jury Service Program) 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 Contract 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 Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Paragraph 8.8 (Compliance with County's Jury Service Program) may constitute a material breach of this Contract. In the event of such material breach, the County may, at its sole discretion, terminate this Contract and/or bar Contractor from the

award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, must be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. 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.

8.9.2 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 Contract. 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 8.9 (Conflict of Interest) will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 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 Contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, 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 Contracts Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, at its sole discretion, that Contractor has done any of the following: a) violated a term of a Contract 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 Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 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.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.

8.12.4.4 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, at its sole discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: a) elimination of the grounds for which the debarment was imposed, b) a bona fide change in ownership or management, c) material evidence discovered after debarment was imposed, or d) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: a) Contractor has been debarred for a period longer than five years, b) the debarment has been in effect for at least five years, and c) 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.

8.12.4.6 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.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County Contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of 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, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at Contractor's place of business. Contractor must also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section

1088.5, and 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).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 Contractor must notify County Project Manager of any and all damage to County facilities, buildings, or grounds, caused by Contractor or employees or agents of Contractor. Contractor must 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.

8.16.2 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 upon demand.

8.17 Employment Eligibility Verification

8.17.1 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 Contract 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.

8.17.2 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 Contract.

8.18 Counterparts and Electronic Signatures and Representations

8.18.1 This Contract 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 Contract. 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.

8.18.2 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 (Change Notices and Amendments) of this Contract and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Notices and Amendments to this Contract.

8.19 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.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 8.20 (Force Majeure) as "force majeure events"].

8.20.2 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 8.20 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 Contract and further and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract 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.

8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. The County 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.

8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract 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 Contract.

8.22.4 Contractor must adhere to the provisions stated in Paragraph 7.7 (Confidentiality) of this Contract.

8.23 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for All Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of this Contract. 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 Contract. 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 Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 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 provided in Exhibit C (County's Administration) to this Contract, and provided prior to commencing Services under this Contract.

8.24.2.2 Renewal Certificates must be provided to the County not less than 10 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.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contract. 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, and list any County required endorsement forms.

8.24.2.4 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.

8.24.2.5 Certificates and copies of any required endorsements must be sent to County Contract Analyst listed in Exhibit C (County's Administration) to this Contract.

8.24.2.6 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 Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.24.3 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.

8.24.4 Cancellation of or Change 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 Contract, at the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 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 Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

8.24.6 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.

8.24.7 Contractor’s Insurance Must Be Primary

Contractor’s insurance policies, with respect to any claims related to this Contract, 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.

8.24.8 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 Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

8.24.9 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.

8.24.10 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 as respects the County, 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.

8.24.11 Claims Made Coverage

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

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.24.15 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.

8.25 Insurance Coverage

8.25.1 **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:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$4 million
Each Occurrence:	$4 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $10 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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **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 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.

8.26 Liquidated Damages

8.26.1 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.

8.26.2 If the County determines that there are deficiencies in the performance of this Contract that the County deems are correctable by Contractor over a certain time span, the County will provide a written notice using Exhibit F

(Contract Discrepancy Report (CDR)) to this Contract, to Contractor to correct the deficiency. Upon receipt of a CDR, Contractor is required to respond in writing to County Project Manager within ten Business Days acknowledging the reported discrepancies or presenting contrary evidence. Should Contractor fail to correct deficiencies within said time frame, the County may:

a. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum.

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 the 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.

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.

8.26.3 The action noted in Paragraph 8.26.2 above must 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 Contract.

8.26.4 This Paragraph 8.26 (Liquidated Damages) will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or Paragraph 8.26.2 above, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 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.

8.28.2 Contractor certifies to the County each of the following:

a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

b. Contractor periodically conducts a self-analysis or utilization analysis of its work force.

c. 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.

8.28.3 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.

8.28.4 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.

8.28.5 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 Contract or under any project, program, or activity supported by this Contract.

8.28.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department 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 Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 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 Contract. If County Project Manager is not able to resolve the dispute, the Sheriff, or his authorized designee will resolve it.

8.32 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.

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract 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 Exhibit C (County's Administration) and Exhibit D (Contractor's Administration) to this Contract. 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 Contract.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and the County agree that, during the Term of this Contract 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) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. 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 a bid 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 Contract 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 Contract within the following conditions:

a. Contractor must develop all publicity material in a professional manner.

b. During the Term of this Contract, Contractor must not, and must 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.

8.36.2 Contractor may, without the prior written consent of the County, indicate in its bids and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

8.37.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. 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 Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to the County during the Term of this Contract 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 sole option, Contractor must 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.

8.37.2 In the event that an audit of Contractor is conducted specifically regarding this Contract 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 A-C within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement)

will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.4 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference must be either: a) repaid by Contractor to the County upon demand or b) at the sole option of the A-C, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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 Contract.

8.39 Subcontracting

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

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

a. A description of the Work to be performed by subcontractor.

b. A draft copy of the proposed subcontract.

c. Other pertinent information and/or certifications requested by the County.

8.39.3 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.

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

8.39.5 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 Contract. Contractor is responsible to notify its subcontractors of this County right.

8.39.6 County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 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.

8.39.8 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. Before any subcontractor employee may perform any Work hereunder, Contractor must ensure delivery of all such documents to County Contract Analyst, listed in Exhibit C (County's Administration) to this Contract.

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 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract 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 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, at its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated 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 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must stop Work under this Contract on the date and to the extent specified in such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract 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 Contract, if, in the judgment of County Project Director:

a. Contractor has materially breached this Contract.

b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Contract.

c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five 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 Contract 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 the 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 Contract to the extent not terminated under the provisions of this Paragraph 8.42 (Termination for Default).

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

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. 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 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, service, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

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

a. 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.

b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

c. The appointment of a Receiver or Trustee for Contractor.

d. 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 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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 Chapter 2.160. 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 Contract, upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future Fiscal Years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract 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 Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract 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 Contract.

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 Contract upon any Contract or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

8.50.1 Contractor acknowledges that 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.

8.50.2 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 Contract will maintain compliance, with 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 Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 10 Days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to 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 10 Days before every statewide election, every Contractor and subcontractor 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's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Contract. 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's 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 Contract.

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the County Code (Fair Chance Ordinance for Employers). Contractor's violation of this Paragraph 8.54 may constitute a material breach of this Contract. In the event of such material breach, the County may, at its sole discretion, terminate this Contract.

8.55 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.

8.56 Prohibition from Participation in Future Solicitation(s)

Bidder, or a Contractor or its subsidiary or subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Bidder/Contractor has provided advice or consultation for the solicitation. Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Bidder/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 Bidder/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

8.57 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.

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its subcontractors, are prohibited from making a contribution of more than $500 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this Paragraph 8.58, may be a material breach of this Contract as determined at the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the County Code.

9.1.2 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.

9.1.3 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.

9.1.4 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 Contract to which it would not otherwise have been entitled, Contractor must:

a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract had been properly awarded.

b. In addition to the amount described in subdivision a. above, be assessed a penalty in an amount of not more than ten percent of the amount of this Contract.

c. Be subject to the provisions of Chapter 2.202 of the 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a Contract award.

9.2 Social Enterprise (SE) Preference Program

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the County Code.

9.2.2 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.

9.2.3 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.

9.2.4 If Contractor has obtained 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 Contract to which it would not otherwise have been entitled, Contractor must:

a. Pay to the County any difference between this Contract amount and what the County's costs would have been if the Contract 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 Contract.

c. Be subject to the provisions of Chapter 2.202 of the 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a Contract award.

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the County Code.

9.3.2 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.

9.3.3 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.

9.3.4 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 Contract to which it would not otherwise have been entitled, Contractor must:

a. Pay to the County any difference between this Contract amount and what the County's costs would have been if this Contract 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 Contract.

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

Notwithstanding any other remedies in this Contract, 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a Contract award.

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.7	Confidentiality
Paragraph 8.1	Change Notices and Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	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 8.56	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

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

TRANSIT SYSTEMS UNLIMITED, INC.

By Mauricio Vanegas
Name

President
Title

8-6-2026
Date

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

_____
Date

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Michele Jackson
Michele Jackson
Principal Deputy County Counsel

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME: Transit Systems Unlimited, Inc.

CONTRACT NO. _____

CONTRACTOR PROJECT MANAGER:

Name:	Maurice Vanegas
Title:	President
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	mvanegas@transitsystems.biz

CONTRACTOR AUTHORIZED OFFICIAL(S):

Name:	Maurice Vanegas
Title:	President
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	mvanegas@transitsystems.biz

Name:	Stephanie Dionisio
Title:	Dispatch
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	sdionisio@transitsystems.biz

NOTICES TO CONTRACTOR:

Name:	Maurice Vanegas
Title:	President
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	mvanegas@transitsystems.biz

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff 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: Maurice Vanegas DATE: 8-6-2026

PRINTED NAME: Maurice Vanegas

POSITION: President

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

SIGNATURE: Maurice Vanegas DATE: 8-6-2026

PRINTED NAME: Maurice Vanegas

POSITION: President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

SIGNATURE: Maurice Vanegas DATE: 8-6-2026

PRINTED NAME: Maurice Vanegas

POSITION: President

EXHIBIT A

STATEMENT OF WORK

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ATTACHMENTS

1 Pitchess Detention Center (PDC) Map

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor must provide visitor bus transportation services (Services) for people visiting incarcerated persons at the following four Los Angeles County (County) Sheriff's Department (Department) custody facilities located at Peter J. Pitchess Detention Center (PDC) Custody Facility:

a. PDC – North Facility

b. PDC – East Facility

c. PDC – South Facility

d. North County Correctional Facility (NCCF)

1.2 All four custody facilities are accessible only through a County-owned and maintained road that is not open to the general public. Upon arriving at PDC and prior to boarding the buses, visitors must first register and check-in at PDC's Dr. Elmer T. Jaffee Visitor Center (Visitor Center) for transport to and from the four custody facilities.

1.3 The County, at its sole discretion, reserves the right to add or delete custody facilities throughout the Term of the Contract.

1.4 This Statement of Work (SOW) defines the tasks and responsibilities of Contractor providing Services at PDC as described throughout this SOW.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Bus Transportation – General

2.1.1 Each custody facility has a designated drop-off and pick-up location. Buses must drop-off and pick-up visitors (adults, children, and infants) from these areas, unless otherwise directed by custody facility staff.

2.1.2 Depending on the number of people in the waiting area and length of time they have been waiting, the Department may determine that additional drop-offs are needed. The Department will notify bus drivers as to which custody facilities the bus drivers will be required to go to.

2.2 Buses

2.2.1 Unless otherwise directed by the Department, Contractor must provide four buses with a minimum capacity of 43 passengers, at least one of which must be handicap accessible.

2.2.2 If additional or fewer buses are required by the Department to meet the needs of an upcoming day, the Department will give advance notice to Contractor as soon as reasonably practicable.

2.2.3 If additional buses are needed, Contractor must supply additional buses within one hour of notification by County Project Manager. The need for additional buses may be based upon:

a. Number of visitors waiting for buses in the boarding area, and/or

b. Wait time(s) to get on a bus exceeding more than 30 minutes.

2.2.4 All buses must be clean and well-maintained, both inside and out. The exteriors must present a professional appearance and must be free from major body damage. The interior upholstery must be free of tears, rips and stains.

2.2.5 All buses must be air-conditioned.

2.2.6 If there is a bus breakdown or mechanical failure, bus driver must immediately notify County Project Manager and Contractor's dispatch office of the problem.

2.2.7 Within one hour of notification, Contractor must send its maintenance staff to the location to make the necessary repairs, and send a back-up bus to ensure continued and timely Services.

2.3 Bus Work Schedules

2.3.1 Contractor must allow sufficient time for bus drivers to complete a pre-trip bus inspection prior to reporting to the Visitor Center, as specified in Paragraph 2.4.3 below.

2.3.2 Prior to beginning Work each day, bus drivers must sign in at the Visitor Center office and exchange their California Driver's License for a County-issued photo identification badge. At the end of each day, bus drivers must sign out and return the photo identification badge to the Visitor Center's office.

2.3.3 If Contractor is required to provide Services beyond 4:00 p.m., at the sole discretion of the County, County Project Manager will immediately notify Contractor of the County's need for after-hour Services.

2.3.4 Bus drivers' lunch and break schedules will be determined by County Project Manager. Breaks will be staggered to ensure only one bus driver is on break at any given time.

2.4 Bus Maintenance

2.4.1 Contractor must be responsible for maintenance, repair, and safety inspections of all buses providing Services, as required by federal, state, and local laws, rules, regulations, ordinances and directives.

2.4.2 All inspections are subject to the final inspection standards of the California Highway Patrol (CHP). It is Contractor's responsibility to perform inspections on a regular basis.

2.4.3 Contractor must ensure that all bus drivers complete a pre-trip bus inspection each working day before Services begin.

2.4.3.1 Safety inspection must include, but not be limited to:

a. Tire inflation and tread wear.

b. Headlights, signal indicators, and brake lights.

c. Brake performance.

d. Cracked and broken windows.

e. Properly working communication devices.

2.4.4 Contractor must maintain copies of the most recent CHP vehicle inspection reports for all buses with seating for 15 or more people (including the bus driver). Reports must be made available to County Project Manager on a quarterly basis, or upon request.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Contractor Project Manager

Contractor must provide a telephone number where Contractor Project Manager may be reached between 6:00 a.m. and 6:00 p.m. on weekends and designated-County holidays when Services are provided.

3.2 Personnel-Bus Drivers

Contractor must provide qualified bus drivers to ensure the required Services are met. Contractor must also have substitute bus drivers, available to respond as needed, and within one hour of notification by County Project Manager.

3.2.1 Bus drivers must meet the following requirements:

a. Possess a California Class B driver's license with Passenger Endorsement and medical certification.

b. Be at least 18 years old.

c. Completed training as required under the California Education Code Section 40083. Evidence of the required training must be submitted to County Project Manager prior to providing Services.

d. Be able to effectively communicate in English, both orally and in writing.

e. Comply with all applicable federal, state and local laws, regulations, ordinances and directives for alcohol and drug testing.

f. Report to work on time as assigned and hold over on assigned duties as may be directed by the County.

g. Maintain good personal hygiene and clean uniform appearance.

h. Adhere to all County and custody facility rules and regulations, including traffic safety and security regulations.

i. Perform a periodic walk-through of empty bus(es) to check for, and collect any articles left behind by visitors. Bus driver must submit any items found to County Project Manager.

j. Ensure that bus is kept neat, clean, and dispose of trash throughout the Day. If the bus has a restroom, bus driver must perform periodic checks to ensure area is free from trash, and facilities are operating properly.

k. Be courteous to the public and County personnel at all times, and behave in a professional manner.

l. Provide assistance to passenger(s) requiring aid in boarding and disembarking the bus.

3.3 Identification Badge/Uniforms

All Contractor's personnel, including Contractor Project Manager, bus drivers, mechanics and other support staff providing Services must:

3.3.1 Bus drivers must wear County-issued photo identification badge at all times. (Refer to Paragraph 2.3.2 above.) Contractor must supply the County with a copy of a valid California Driver's License at least one week prior to commencing Work to allow the County to issue picture identification badges.

3.3.2 Bus drivers assigned to provide Services must wear an appropriate uniform at all times. Uniform must consist of a shirt with the company name on it. All uniforms, as required and approved by County Project Manager, must be provided by Contractor, at its sole expense.

3.4 Materials and Equipment

3.4.1 The purchase of all materials and equipment to provide Services is the responsibility of Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

3.4.2 The County will not be responsible for any damage to Contractor's property, or their employee's property, which includes lost or stolen items belonging to Contractor, their employees, or visitors.

3.4.3 Contractor will not be allowed to store buses or other equipment for any length of time at any custody facility, including the Visitor Center.

3.5 Training

3.5.1 Contractor must provide training programs for all new employees and continuing in-service training for all employees.

3.5.2 All employees must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear in accordance with the Occupational Safety and Health Administration standards.

3.6 Contractor's Office

3.6.1 Contractor must maintain a dispatch office in the County, or an adjacent county.

3.6.2 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 6:00 a.m. to 6:00 p.m., on weekends and designated-County holidays by at least one employee who can respond to inquiries and complaints received about Contractor's performance. When the office is closed, an answering service must be provided to receive calls. Contractor must answer calls received by the answering service within two hours of receipt of the call.

3.7 Communication Devices

3.7.1 Contractor must equip buses, bus drivers, and the County (if necessary), with radios and/or cellular phones. This will enable County Project Manager to contact a bus driver immediately, if necessary, during hours of operation, or have bus drivers communicate with Contractor's office.

3.7.2 Bus drivers may need to contact each other to facilitate a quicker response for pick up (e.g., when a long line of visitors require pickup from a specific custody facility).

3.8 Specific Work Responsibilities

3.8.1 Contractor must adhere to the following requirements:

a. Maintain current required business licenses, including a valid Transportation Charter Party Permit issued by the California Public Utilities Commission (CPUC).

b. Provide copies of bus drivers' DMV printouts, updated annually or upon the County's request. The County, at its sole discretion, reserves the option of performing a DMV check on bus drivers at any time.

c. Provide Licenses and permits to County Project Manager upon request.

d. Maintain copies of CPUC and CHP drug and alcohol testing for bus drivers providing Services under the Contract. These reports must be made available to County Project Manager upon the County's request.

e. Notify County Project Manager immediately regarding any incident or injury to persons in the bus, including bus accidents. A written Incident Report must be submitted to County Project Manager within one Business Day following verbal notification. Complaints or concerns regarding visitors must be reported to County Project Manager within one Business Day followed by written notice.

f. Immediate removal and replacement of any Contractor employee at the request of County Project Manager.

g. Provide an assigned supervisor who must be on call and readily accessible during the hours and days specified in Paragraph 4.0 (Hours and Days of Work) below.

4.0 HOURS AND DAYS OF WORK

4.1 Contractor must provide Services on weekends and the following designated-County holidays:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

4.2 Hours

4.2.1 Typically, buses will be required to run continuously between the Visitor Center and the four custody facilities between approximately 8:30 a.m. to 4:00 p.m.

4.2.2 Buses and bus drivers must report to the Visitor Center no later than 7:50 a.m. ready to begin Services.

4.2.3 The last scheduled bus transporting visitors to the four custody facilities will leave the Visitor Bus Center at 2:00 p.m.

4.2.4 Days and hours of operation, including holidays, may be subject to change at the sole discretion of the County. The County will notify Contractor in writing as soon as it becomes aware of the necessity for any schedule change.

4.3 As-Needed Services

On occasion, the Department hosts special weekday events at PDC custody facilities. As such, the Department may request that Contractor provide Services for these events. These as-needed Services will be mutually agreed to by Contractor and the Department and will be compensated at the rates set forth on Exhibit B (Price Sheet) to the Contract.

5.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of Service throughout the Term of the Contract. The QCP must be submitted to County's Project Manager for review. The QCP must include, but is not limited, to the following:

a. Method of monitoring to ensure that Contract requirements are being effectively and efficiently met.

b. A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

c. Contractor must respond to complaints, specific to the Services being provided under the Contract, within 24-hours of notification of the complaint, as applicable. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint. The total cost incurred by the County will be deducted from Contractor's monthly invoice.

6.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under the Contract no less frequently than on an annual basis. Contractor must make itself available to the County or its agents during business hours for any monitoring reviews. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor's deficiencies, which the County determines are significant or continuing and which may place performance of the Contract in jeopardy if not corrected, will be reported to the County's Board of Supervisors (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 consistently with corrective measures, the County may terminate the Contract or impose other penalties as specified in the Contract for Quality Assurance.

6.1 As-Needed Meetings

During the Term of the Contract, Contractor Project Manager must be available to meet and confer with County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Manager, three days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

6.2 County Observations

In addition to Department contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during business hours (from Monday through Friday, 8:00 a.m. to 5:00 p.m.). However, these personnel may not unreasonably interfere with Contractor's performance.

PRICE SHEET

BUS TYPE	CONTRACT YEAR					
	Year One 11/14/26 - 11/13/27	Year Two 11/14/27 - 11/13/28	Year Three 11/14/28 - 11/13/29	Option Year 11/14/29 - 11/13/30	Option Year 11/14/30 - 11/13/31	Option Year 11/14/31 - 11/13/32
	PDC	PDC	PDC	PDC	PDC	PDC
Cost per bus per **FULL DAY** (More than 4 hours upon arrival)	$1,570.50	$1,664.73	$1,764.61	$1,870.49	$1,982.72	$2,101.68
Cost per handicap accessible bus per **FULL DAY**	$1,570.50	$1,664.73	$1,764.61	$1,870.49	$1,982.72	$2,101.68
Cost per bus per **HALF DAY** (4 hours or less upon arrival)	$955.50	$1,012.83	$1,073.60	$1,138.02	$1,206.30	$1,278.67
Cost per handicap accessible bus per **HALF DAY**	$955.50	$1,012.83	$1,073.60	$1,138.02	$1,206.30	$1,278.67

* The above rates will also apply to As-Needed Services, as described in Paragraph 4.4 of Exhibit A (Statement of Work).

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:	Marcy A. Marder
Title:	Lieutenant
Address:	29330 The Old Road
	Castaic, California 91384
Telephone:	661-295-8824
E-mail Address:	mamarder@lasd.org

COUNTY PROJECT MANAGER:

Name:	Brandon F. Walsh
Title:	Sergeant
Address:	29330 The Old Road
	Castaic, California 91384
Telephone:	661-295-8829
E-mail Address:	bfwalsh2@lasd.org

COUNTY CONTRACT ANALYST:

Name:	Marissa M. Peshkepia
Title:	Operations Assistant III
Address:	211 West Temple Street
	Los Angeles, California
Telephone:	213-229-3301
E-mail Address:	mmpeshke@lasd.org

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAME: Transit Systems Unlimited, Inc.

CONTRACT NO. _____

CONTRACTOR PROJECT MANAGER:

Name:	Maurice Vanegas
Title:	
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	mvanegas@transitsystems.biz

CONTRACTOR AUTHORIZED OFFICIAL(S):

Name:	Maurice Vanegas
Title:	
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	mvanegas@transitsystems.biz

Name:	Stephanie Dionisio
Title:	
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	sdionisio@transitsystems.biz

NOTICES TO CONTRACTOR:

Name:	Maurice Vanegas
Title:	
Address:	8976 Laurel Canyon Boulevard
	Sun Valley, California 91352
Telephone:	818-504-7270
E-mail Address:	mvanegas@transitsystems.biz

EXHIBIT E1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

PRINTED NAME: _____

POSITION: _____

EXHIBIT E2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		**Contractor Response Received:**
Contractor:	**Contract No.**	**County Project Manager:**
Contact Person:	**Telephone: ( ) -**	**County Project Manager Signature:**
Email:		**Email:**

Contract discrepancy(ies) is specified below. Contractor must take corrective action and respond back to County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

***Use additional sheets if necessary**

_____ _____

Contractor's Representative Signature ***Date Signed***

Additional Comments:

INVOICE DISCREPANCY REPORT

1. INVOICE DISCREPANCY (to be completed by County Project Manager)

Today's Date: _____ Contract No.: _____

Contractor: _____

Phone Number: _____

Invoice Number: _____ Date of Invoice: _____

Description of Issue(s) with Invoice:

_____

_____

_____

Signed: _____ Date: _____
County Project Manager

2. REVIEWED

Signed: _____ Date: _____
County Project Director

3. CONTRACTOR RESPONSE (to be completed by Contractor Project Manager)

Date received from County Project Manager: _____

Explanation regarding Issue(s) with Invoice: _____

_____

_____

Corrective Action Taken: _____

_____

_____

Signed: _____ Date: _____
Contractor Project Director

4. COUNTY EVALUATION of Contractor's Response and Action taken.

_____

_____

_____

5. APPROVED BY COUNTY

_____ Date: _____

_____ Date: _____

6. CONTRACTOR NOTIFIED ON _____ Date: _____

INSTRUCTIONS

1. County Project Manager: Forward IDR to Contractor for investigation and response.
2. Contractor: Must respond to County Project Manager in writing within five Business Days of receipt of IDR.
3. County Project Manager: Forward completed IDR to Contracts Unit.

Attachment 1

Pitchess Detention Center (PDC) Map



Distance from PDC's Dr. Elmer T. Jaffe Visitor Center:

NCCF – 2.1 miles

East – 1.7 miles

North – 1.4 miles

South - 1.2 miles