



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

DATE: February 24, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC
WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.**

AGENDA

Members of the Public may address the Operations Cluster on any agenda
item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**

2. **INFORMATIONAL ITEM(S):**
(5 minutes)

A) Board Letter:

FIRST AMENDMENT TO AND TERMINATION OF JOINT OCCUPANCY
AGREEMENT AND SUBLEASE AGREEMENT BETWEEN THE
JUDICIAL COUNCIL OF CALIFORNIA AND THE COUNTY OF LOS
ANGELES FOR THE CENTRAL CIVIL WEST COURTHOUSE AT 600
COMMONWEALTH AVE., LOS ANGELES
CEO/RE – Dean Lehman, Senior Manager, CEO

CONTINUED ON PAGE 2

B) Board Letter:

REQUEST FOR APPROVAL TO AWARD AS-NEEDED ELEVATOR
AND ESCALATOR MAINTENANCE SERVICES MASTER
AGREEMENTS AND A SOLE SOURCE CONTRACT FOR ELEVATOR
MAINTENANCE AND REPAIR SERVICES AT LAC+USC MEDICAL
CENTER

ISD – Christie Carr, Contract Manager

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**

(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

Probation – APPROVAL OF AN AMENDMENT TO AGREEMENT NUMBER
77285 WITH CERNER CORPORATION IN SUPPORT OF THE 21st CENTURY
CURES ACT: INTEROPERABILITY, INFORMATION BLOCKING, AND THE
OFFICE OF THE NATIONAL COORDINATOR FOR HEALTH INFORMATION
TECHNOLOGY CERTIFICATION PROGRAM

CEO/RE – FIVE-YEAR LEASE OF DEPARTMENT OF PUBLIC SOCIAL
SERVICES, 5200 WEST CENTURY BOULEVARD, LOS ANGELES

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	2/24/2021	
BOARD MEETING	3/9/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	Second District	
DEPARTMENT	Chief Executive Office (CEO)	
SUBJECT	Central Civil West (CCW) 600 Commonwealth – First Amendment to and Termination of the Joint Occupancy Agreement (JOA) and Sublease Agreement	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Per JCC, funding encumbered for CCW's costs is at risk of being lost if the agreements are not fully executed agreements by March.	
COST & FUNDING	Total cost: The County to pay rent to the Lessor and JCC to reimburse.	Funding source: Criminal Justice Facilities Construction Fund (B09)
	TERMS (if applicable): Indefinite or until the JOA is terminated.	
	Explanation: There are no costs associated with the approval and execution of the First Amendment to and Termination of the JOA and Sublease Agreement	
PURPOSE OF REQUEST	Terminate the CCW JOA since JCC/Court are now on a separate lease and there is no need for a JOA given this is a leased facility. In addition, put in place a sublease agreement between the County and JCC/Court. Collect accrued rent short payment from JCC between May 2018 and February 2021.	
BACKGROUND (include internal/external issues that may exist)	The JCC and the County entered into a JOA dated December 16, 2008, and prior to JCC assuming control of the court facility, the County had in place a lease at 600 Commonwealth which had multiple County departments including the Superior Court occupying multiple floors in the building. In October 2017, per JCC's request the County gave a notice of partial termination effective April 2018 that included floors 5, 14, 15, 17, and partial 4 th floor. However, the Court continued to occupy the 14 th floor which resulted in JCC short paying rent for the 14 th floor until the lease was terminated on February 3, 2020. The County signed a new lease on behalf of the Superior Court effective February 4, 2020 with the Court being the only tenant on the lease. At this time, we will terminate the JOA since there is no need to continue the occupancy agreement between the County and JCC at a leased facility. A sublease agreement between the County and JCC would address Court's tenancy and rent reimbursement from JCC	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Dean Lehman, Senior Manager 213-974-4200 dlehman@ceo.lacounty.gov	• Michael Chae, Senior Real Property Agent 213-974-4351 mchae@ceo.lacounty.gov



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

March 9, 2021

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

Dear Supervisors:

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

**FIRST AMENDMENT TO AND TERMINATION OF
JOINT OCCUPANCY AGREEMENT & SUBLEASE AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF LOS ANGELES
FOR THE CENTRAL CIVIL WEST COURTHOUSE
600 COMMONWEALTH AVENUE, LOS ANGELES
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

The recommended actions will approve the First Amendment to and Termination of the Joint Occupancy Agreement and the Sublease Agreement between Judicial Council of California and the County of Los Angeles for the Central Civil West Courthouse.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the First Amendment to and Termination of the Joint Occupancy Agreement (Amendment and Termination) are not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(5) of the State CEQA Guidelines. The proposed action to amend the Joint Occupancy Agreement is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.
2. Find that the Sublease Agreement (Sublease) is categorically exempt from the provisions of the California Environment Quality Act pursuant to Section 15301 of the State CEQA Guidelines, for the reasons stated in this Board letter and in the record of the project.

3. Approve and authorize the Chief Executive Officer, or her designee, to sign the Amendment and Termination and the Sublease for the Central Civil West (CCW) Courthouse.
4. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed Amendment and Termination, and the Sublease, and to take other actions necessary and appropriate to implement and effectuate the terms of the proposed Amendment and Termination and the Sublease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Amendment and Termination will terminate the Joint Occupancy Agreement (JOA) for this location. Additionally, the proposed Amendment and Termination will provide the County a legal mechanism to invoice the Judicial Council of California (JCC) and for the JCC to pay the overdue rent amount between May 2018 and February 3, 2020, for a total of \$833,128.03.

The proposed Sublease will provide the County a legal mechanism to invoice the JCC for the existing lease after the JOA termination and for the JCC to pay the overdue rent amount between February 4, 2020 and February 28, 2021, for a total of \$430,542.12. Under the sublease, JCC will continue to reimburse the County for occupancy of the leased space.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Trial Court Facilities Act of 2002, the JCC, on behalf of the Superior Court of California (Superior Court), assumed from the County of Los Angeles (County) control of the CCW Courthouse located at 600 Commonwealth Avenue, Los Angeles (Court Facility). The transfer is reflected in a Transfer Agreement (TA) and a JOA, dated December 16, 2008.

The Court Facility is not owned by the County, but it is leased from a private landlord and the lease covered approximately 124,914 square feet of the building. On November 30, 2017, the JCC requested that the County terminate a portion of the leased space including the Superior Court's space on the 5th, 14th, 15th, and 17th floors, and all but approximately 1,500 square feet of the 4th floor. The partial termination became effective as of April 30, 2018. The Superior Court's remaining space included approximately 37,596 square feet on the 3rd, 4th, and 16th floors and JCC began paying its pro rata share of the revised rent.

Thereafter, the JCC requested to revise the partial termination and return the 14th floor of the building, to the Superior Court's exclusive use from April 30, 2018 through February 29, 2020. This change increased the Superior Court's leased space to approximately 55,829 square feet.

Subsequently, the County entered a new lease with the landlord and Superior Court vacated the 14th floor, reducing Superior Court's leased space to approximately 39,412 square feet. A timeline of these events and the space is included in the enclosure.

The Amendment and Termination and Sublease between JCC and the County has been approved as to form by County Counsel.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

In terms of the Countywide Strategic Plan, the recommended actions support Goal 3: Realize Tomorrow's Government Today by pursuing operation effectiveness, fiscal responsibility and accountability. In addition, in terms of the Asset Management Branch Strategic Plan, the recommended actions support Goal 2, to strengthen connection between service priorities and asset decisions; and Goal 3, to guide strategic decision making.

FISCAL IMPACT/FINANCING

The recommended actions will trigger a full settlement of overdue rent between the JCC and the County. The shortfall was caused by the Court's continued occupancy of the 14th floor after the partial early termination, which took effect on April 30, 2018, and the Court has not paid for the space on the 14th floor.

The total amount due from the JCC to the County between May 1, 2018 and February 3, 2020 is \$833,128.03, this represents Superior Court's occupancy during the term of the original lease. Additionally, the total amount due from the JCC to the County between February 4, 2020 and February 28, 2021 is \$430,542.12, which represents Superior Court's occupancy during the term of the new lease that will be covered by the Sublease.

ENVIRONMENTAL DOCUMENTATION

Approval of the Amendment and Termination is not a project under CEQA because the proposed actions are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(5) of the CEQA Guidelines, as the proposed actions to amend the JOA are administrative activities of government that will not result in direct or indirect physical changes in the environment.

Approval of the Sublease is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed Amendment and Termination, which involves the leasing of existing space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301 of

the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

CONCLUSION

It is requested that the Executive Office of the Board of Supervisors return one certified copy of the Minute Order and the adopted stamped Board letter to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

Fesia A. Davenport
Chief Executive Officer

FAD:JMN:DPH:DL
DA:JC:MC:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor Controller
Judicial Council of California

ENCLOSURE**600 Commonwealth - Central Civil West - Timeline**

Date	Events	Total SF	Court SF	Description
02/04/89	The original lease at 600 Commonwealth	124,914	99,421	The lease included Superior Court along with other County departments
12/16/08	Effective date of the Transfer Agreement and Joint Occupancy Agreement under the Trial Court Facilities Act of 2002	124,914	99,421	Judicial Council, on behalf of the Superior Court of California, assumed from the County control and responsibility of the court facility known as the Central Civil West Courthouse located at 600 Commonwealth Avenue
04/30/18	Partial termination of the lease - Floors 5, 14, 15, and 17	62,050	37,596	JCC requested on 10.26.17 for partial termination of the lease which includes relinquishment of the following leased premises: 5th, 14th, 15th, and 17th floors.
04/30/18	Court requested continued occupancy of the 14th floor (18,233 sf)	80,283	55,829	JCC monthly rent reimbursement reflected the entire partial termination and did not include the 14th floor from the rent payment which is the cause of the aging amount
02/03/20	Termination of the original lease	80,283	55,829	The original lease was terminated. County departments (Public Defenders and Mental Health) that were part of original lease signed a separate lease with the LL at 600 Commonwealth.
02/04/20	Commencement of the new lease ("master lease")	39,412	39,412	Master lease excludes the 14th floor. Superior Court vacated the 14th floor on 2.29.20.

**FIRST AMENDMENT TO AND TERMINATION OF
JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF LOS ANGELES
FOR THE CENTRAL CIVIL WEST COURTHOUSE**

This First Amendment to and Termination of Joint Occupancy Agreement (“**Amendment & Termination**”) is made and entered into on _____, 20____ (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of Los Angeles (“**County**”). For purposes of this Amendment & Termination, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties.**”

RECITALS

A. Under the Trial Court Facilities Act of 2002 (Government Code § 70301 et seq.), the Judicial Council, on behalf of the Superior Court of California, County of Los Angeles (“**Court**”), assumed from the County control and responsibility of the court facility known as the Central Civil West Courthouse (“**Court Facility**”), located at 600 Commonwealth Avenue, Los Angeles, California, pursuant to that certain Transfer Agreement for the Transfer of Responsibility of the Central Civil West Courthouse, dated December 16, 2008 (“**Transfer Agreement**”).

B. Prior to the Judicial Council assuming control of the Court Facility, the County and 600 Commonwealth L.P., a California Limited Partnership (“**Lessor**”), entered into that certain Lease Agreement, dated February 14, 1989, which was renewed and amended by that certain Lease Agreement, dated May 3, 2016 (collectively, the “**Original Lease**”), for the Premises in the Building demised by the Original Lease comprising approximately 124,914 square feet, including the rights to enter, exit, and use such Premises along with the County Parking and Superior Court Parking granted to the County by the Original Lease.

C. Concurrently with the execution of the Transfer Agreement, the Judicial Council and County entered into that certain Joint Occupancy Agreement, dated December 16, 2008 (“**JOA**”), which set forth the terms and conditions of the Parties’ shared possession, occupancy, and use of the Premises in the Building in which the Court Facility is located.

D. In addition to the Parties’ respective use and occupancy of the Building’s Common Areas and the Subterranean Garage allowed under the Original Lease, the JOA specifically provided for 70,291 square feet of Court Exclusive-Use Area (a 79.59 percent

Share of the Total Exclusive-Use Area) and 18,024 square feet of County Exclusive-Use Area (a 20.41 percent Share of the Total Exclusive-Use Area) within the Premises.

E. Pursuant to the Judicial Council's request on October 26, 2017, the County gave written notice to Lessor, dated November 30, 2017, and updated on June 11, 2018, of the early partial termination of the following portions of the Premises: the Court Exclusive-Use Area on the 5th, 14th, 15th, and 17th floors of the Building; all but approximately 1,500 square feet of the Court Exclusive-Use Area on the 4th floor of the Building; and appurtenant parking ("**Partial Termination**").

F. The Partial Termination became effective as of April 30, 2018 ("**Partial Termination Effective Date**"), at which time the remaining portion of the Premises demised by the Lease comprised approximately 62,050 square feet of the Building consisting of the entirety of the 3rd and 16th floors of the Building; portions of the 4th, 5th, and 15th floors of the Building; and appurtenant parking (collectively, the "**Reduced Premises**").

G. Of the Reduced Premises, the Court Exclusive-Use Area consisted of approximately 1,500 square feet on the 4th floor and the entirety of the 3rd and 16th floors of the Building, totaling approximately 37,596 square feet (as reduced, a 60.59 percent Share of the Total Exclusive-Use Area). Upon the Partial Termination Effective Date, the Judicial Council commenced paying its Share of rent for only the Reduced Premises per the Partial Termination ("**Reduced Shared Costs**").

H. Thereafter, at the Court's request, the Judicial Council, County, and Lessor agreed to revise the Partial Termination with respect to only the 14th floor of the Building, consisting of approximately 18,233 square feet ("**14th Floor Premises**"), to account for the Court's continued, uninterrupted occupancy thereof through February 29, 2020. The Reduced Premises and 14th Floor Premises are collectively referred to herein as the "**Revised Reduced Premises**" of which the total Court Exclusive-Use Area consisted of approximately 55,829 square feet (as revised, a 69.54 percent Share of the Total Exclusive-Use Area as reduced and revised).

I. Upon the Original Lease's expiration on May 31, 2019, the Parties' occupancy of the Revised Reduced Premises continued under the terms of the Original Lease on a hold-over basis ("**Holdover Period**").

J. The Judicial Council and County subsequently agreed that the County would continue to lease, on the Judicial Council's behalf, that portion of the Revised Reduced Premises comprised by the space used and occupied solely by the Court (i.e., without inclusion of any County Exclusive-Use Area) consisting of approximately 39,412 total square feet, as remeasured by the Lessor, including 18,164 square feet on the 3rd floor of the Building, 2,135 square feet on the 4th floor of the Building, and 19,113 square feet on

the 16th floor of the Building (“**Subleased Premises**”), pursuant to that certain Lease Agreement for Superior Court, dated February 4, 2020, between the County and Lessor (“**Master Lease**”), which replaced the Original Lease for the Court Facility.

K. Whereas the Master Lease demises only that portion of the Building used by the Court, which is not jointly occupied with the County, the Parties desire to terminate the JOA and for the Judicial Council to instead sublease the Subleased Premises from the County.

L. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

M. The Parties now desire to amend the JOA to provide for the following, all as more fully set forth herein this Amendment & Termination: (i) the Parties’ subleasing of the Subleased Premises; (ii) the Judicial Council’s reimbursement of any applicable amounts due and not yet paid for the Judicial Council’s Share of Shared Costs for the Revised Reduced Premises during the Reduced Shared Costs Period (defined below); (iii) the termination of the JOA; and (iv) to make other changes deemed necessary and helpful by the Parties.

NOW, THEREFORE, the Judicial Council and County do hereby agree, as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this Amendment & Termination by this reference. Unless otherwise defined in this Amendment & Termination, any capitalized term shall have the meaning prescribed to it in the JOA.

2. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the JOA shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the JOA.

3. Sublease of Subleased Premises. The County agrees to sublease to the Judicial Council, and the Judicial Council agrees to sublease from the County, the Subleased Premises pursuant to that certain Sublease Agreement in substantially the form attached hereto and incorporated herein as **Attachment “1”** to this Amendment &

Termination (“**Sublease**”). The terms and conditions of the Sublease shall be deemed effective as of February 4, 2020 (“**Sublease Effective Date**”), to coincide with the effective date of the Master Lease. The Parties agree to enter into the Sublease concurrently with the execution of this Amendment & Termination.

4. Reimbursement of Outstanding Shared Costs.

4.1. Reduced Shared Costs Period. From the Partial Termination Effective Date up to and through the Sublease Effective Date (“**Reduced Shared Costs Period**”), the Parties acknowledge and agree that the Court occupied the Revised Reduced Premises, but the Judicial Council only reimbursed the County for its Share (i.e., 60.59 percent) of the Shared Costs for the Reduced Premises in the amount of the Reduced Shared Costs pending the finalization of both the Master Lease and Sublease.

4.2. Outstanding Shared Costs Reimbursement. The Judicial Council agrees to reimburse the County for the balance of any applicable amounts due and not yet paid for the Judicial Council’s Share (i.e., 69.54 percent) of the Shared Costs for the Revised Reduced Premises during the Reduced Shared Costs Period, including for the 14th Floor Premises and during the Holdover Period (“**Outstanding Shared Costs Reimbursement**”), as set forth in the following table:

Month	Total Shared Costs Incurred (69.54% of Shared Costs for Revised Reduced Premises)	Previously Paid Shared Costs (60.59% of Reduced Shared Costs)	Outstanding Shared Costs Reimbursement Due
May 2018	\$115,431.12	\$77,735.22	\$37,695.90
June 2018	\$118,814.35	\$80,067.28	\$38,747.07
July 2018	\$118,814.35	\$80,067.28	\$38,747.07
August 2018	\$118,814.35	\$80,067.28	\$38,747.07
September 2018	\$118,814.35	\$80,067.28	\$38,747.07
October 2018	\$118,814.35	\$80,067.28	\$38,747.07
November 2018	\$118,814.35	\$80,067.28	\$38,747.07
December 2018	\$118,814.35	\$80,067.28	\$38,747.07
January 2019	\$118,814.35	\$80,067.28	\$38,747.07
February 2019	\$118,814.35	\$80,067.28	\$38,747.07
March 2019	\$118,814.35	\$80,067.28	\$38,747.07

Month	Total Shared Costs Incurred (69.54% of Shared Costs for Revised Reduced Premises)	Previously Paid Shared Costs (60.59% of Reduced Shared Costs)	Outstanding Shared Costs Reimbursement Due
April 2019	\$118,814.35	\$80,067.28	\$38,747.07
May 2019	\$118,814.35	\$80,067.28	\$38,747.07
June 2019	\$122,197.57	\$82,469.30	\$39,728.27
July 2019	\$122,197.57	\$82,469.30	\$39,728.27
August 2019	\$122,197.57	\$82,469.30	\$39,728.27
September 2019	\$122,197.57	\$82,469.30	\$39,728.27
October 2019	\$122,197.57	\$82,469.30	\$39,728.27
November 2019	\$122,197.57	\$82,469.30	\$39,728.27
December 2019	\$122,197.57	\$82,469.30	\$39,728.27
January 2020	\$122,197.57	\$82,469.30	\$39,728.27
February 2020 (Feb. 1 - 3 for Revised Reduced Premises)	\$12,641.13	\$0.00	\$12,641.13
TOTAL	\$2,531,425.01	\$1,698,296.98	\$833,128.03

4.3. Invoice and Payment. The Judicial Council shall make payment to the County for the Outstanding Shared Costs Reimbursement within sixty (60) days of receipt of an invoice following the Effective Date of this Amendment & Termination. The County agrees it shall issue said invoice as soon as reasonably possible and in no event later than thirty (30) days from the Effective Date of this Amendment & Termination.

4.4. Reconciliation Costs. The Parties acknowledge and agree, in the event it is reasonably determined that the County incurred and actually paid costs in excess of the Outstanding Shared Costs Reimbursement stated in the above table and paid by the Judicial Council pursuant to this Amendment & Termination, and that the Judicial Council is responsible for reimbursing the County for any or all of said excess amount (“**Reconciliation Costs**”), the Parties shall meet and confer in good faith to determine the final Reconciliation Costs to be reimbursed by the Judicial Council. Upon such determination, the County shall provide written notice to the Judicial Council confirming the final Reconciliation Costs so agreed upon, and the Judicial Council shall make payment

to the County for those Reconciliation Costs within sixty (60) days of receipt of an invoice from the County therefor with supporting documentation reasonably satisfactory to the Judicial Council.

5. Termination of JOA. The Parties acknowledge and agree that, as of the Sublease Effective Date, the JOA is hereby terminated and no longer of any force or effect. The Transfer Agreement remains in full force and effect to the extent not inconsistent with this Amendment & Termination.

6. Updates to Notices. The Parties' contact information for purposes of section 12, *Notices*, is hereby deleted in its entirety and replaced with the following. Except as otherwise modified herein, the remainder of section 12 of the JOA shall remain unchanged.

If to the Judicial Council:

Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-5334

With a copy to:

Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all audit requests and notices by the County relating to termination of this JOA or alleged breach or default by the Judicial Council of this JOA must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to County:

County of Los Angeles
Board of Supervisors
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Officer
Attention: Senior Manager, CEO
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926

Each Party shall also provide a copy of any notice or communication given under section 12 of the JOA to the Superior Court as follows:

Superior Court of California,
County of Los Angeles
Purchasing & Contracts Administration, Room 425B
Attention: Art Cuevas
111 N. Hill Street
Los Angeles, CA 90012
Voice: 213-633-0142

7. No Other Changes. Except as it is expressly amended pursuant to this Amendment & Termination, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and County until the effectiveness of the JOA's termination as so provided for herein. In the event of any conflict between the JOA and this Amendment & Termination, the terms of this Amendment & Termination shall prevail.

8. Governing Law. This Amendment & Termination is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. Any action brought by the Parties regarding this Amendment & Termination, the enforcement of its terms, or any dispute relating thereto shall be filed in the Superior Court of California in the County in which the Court Facility is located.

9. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual signing this Amendment & Termination on behalf of such Party is duly authorized to execute and deliver this Amendment & Termination on behalf of such Party. This Amendment & Termination shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.


10. Counterparts and Electronic Signatures. This Amendment & Termination may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Amendment & Termination may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment & Termination, with such scanned and electronic signatures having the same legal effect as original signatures.

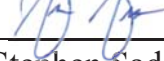
[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Amendment & Termination has been executed as of the day and year first above written.

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: January 7, 2021

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: January 7, 2021

ATTEST:

Dean C. Logan
Registrar-Recorder/County Clerk
of the County of Los Angeles

**COUNTY OF LOS ANGELES,
a body corporate and politic**

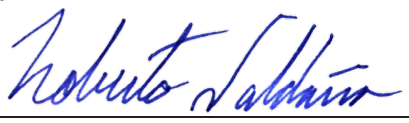
FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Deputy

By: _____
David P. Howard
Assistant Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: 
Deputy



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, California 94102**

For the benefit of: Superior Court of California, County of Los Angeles

Location of Premises: 600 Commonwealth Avenue, Los Angeles, California

SUBLEASE AGREEMENT

1. Basic Provisions.

1.1 Parties. This Sublease Agreement (“**Sublease**”) is made and entered into as of _____, 20____ (“**Execution Date**”), by and between the Judicial Council of California (“**Sublessee**”) and the County of Los Angeles (“**Sublessor**”). For purposes of this Sublease, Sublessor and Sublessee are each a “**Party**” and may be referred to herein collectively as the “**Parties.**”

1.2 Master Lease. Sublessor is Tenant under that certain Lease Agreement, dated February 4, 2020 (“**Master Lease**”), pursuant to which Sublessor leased from 600 Commonwealth, L.P., a California limited partnership (“**Master Lessor**”), those certain Premises, consisting of approximately 39,412 rentable square feet, commonly known as the Central Civil West Courthouse, within the Building located in the State of California, County of Los Angeles, with a street address of 600 Commonwealth Avenue (Assessor’s Parcel Number 5077-006-011), all as more fully set forth and depicted in the Master Lease. A copy of the Master Lease is attached hereto as **Attachment “1”** and the terms thereof are hereby incorporated by reference into this Sublease. To the extent that there are any conflicts between the terms of this Sublease and the terms of the Master Lease, the terms of this Sublease shall control.

1.3 Defined Terms. For the purposes of this Sublease, unless otherwise defined in this Sublease, any capitalized terms shall have the meaning prescribed to them in the Master Lease.

1.4 Sublease Effective Date. The Parties hereby agree that the terms and conditions of this Sublease shall be deemed effective as of February 4, 2020 (“**Sublease Effective Date**”), which coincides with the effective date of the Master Lease.

1.5 Subleased Premises. In consideration of the mutual covenants and conditions hereinafter contained, Sublessor does hereby sublease to Sublessee, and Sublessee does hereby sublease from Sublessor, the Premises in their entirety, as more particularly described in the Master Lease, together with all improvements therein or to be provided by Sublessor or Master Lessor under the terms of this Sublease (“**Subleased Premises**”). The Subleased Premises consist of: 18,164 rentable square feet on the third floor of the Building known as Suite 300; 2,135 rentable square feet on the fourth floor of the Building known as Suite 400; and 19,113 rentable square feet on the sixteenth floor of the Building known as Suite 1600.

1.6 Prior Joint Occupancy Agreement. The Parties acknowledge and agree that Sublessee has previously occupied and used the Subleased Premises pursuant to that certain Joint Occupancy Agreement (“**JOA**”) between the Parties, dated December 16, 2008, which shall be terminated concurrently with the Parties’ execution of this Sublease effective as of the Sublease Effective Date. Sublessor and Sublessee agree that Sublessee’s occupancy and use of the Subleased Premises shall continue uninterrupted under and pursuant to the terms set forth herein this Sublease.

2. Term of Sublease. The term of this Sublease (“**Term**”) will commence on the Sublease Effective Date of February 4, 2020 (“**Commencement Date**”), and shall expire on June 30, 2021 (“**Expiration Date**”).

3. Base Rent and Other Payments.

3.1 Sublessee will pay to Sublessor as rent for the Subleased Premises, payable in arrears on the last day of each month, the amounts set forth in the table below (“**Base Rent**”). From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the “**Adjustment Date**”) and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month, as already reflected in the table below. Base Rent for any partial month will be prorated based on the actual number of days of the month.

Period	Monthly Base Rent	Approx. Rate of Rentable Square Foot
2/4/2020 – 2/28/2021	\$94,588.80	\$2.40
3/1/2021 – 6/30/2021	\$98,372.35	\$2.50

3.2 Sublessee will pay to Sublessor all back Base Rent and other amounts accrued and owing under this Sublease from the Sublease Effective Date through the

Execution Date with Sublessee's first installment payment of Base Rent which shall be on the last day of the first full month following the Execution Date.

3.3 All Base Rent and other amounts owed shall be payable by State of California warrants or any other warrant from any account utilized by Sublessee. The payment of Base Rent is subject to appropriation of funds therefor by the State of California. An event of default shall not occur if Sublessee is unable to pay any amount owed because of the State of California's failure to timely approve and adopt a State budget appropriating said funds; provided, however, if Sublessee fails to pay any Base Rent or other amounts owed as a result of the State of California's failure to timely approve and adopt a State budget appropriating said funds, Sublessee shall promptly pay any previously due and unpaid Base Rent and other amounts owed upon approval and adoption of such State budget.

3.4 Except as otherwise agreed in writing or set forth herein, Sublessee will make all other reoccurring payments to Sublessor required pursuant to this Sublease and the Master Lease, as applicable, in conjunction with Sublessee's monthly payment of Base Rent including, without limitation, for any applicable parking charges.

4. Services and Utilities; Master Lessor Responsibilities. Sublessor shall use reasonable efforts to ensure Master Lessor's compliance with the requirements of the Master Lease for Master Lessor to provide and pay for those utilities and services to the Subleased Premises and Building for which Master Lessor is responsible during the Term of this Sublease, including, but not limited to, heating, ventilation and air conditioning, electricity, elevators, janitorial services, access, pest control, security, sewer, effluent treatment, all water, sprinkler standby charges, gas, heating, Common Area power and lighting, trash removal service, fire/life safety systems, and all other utility rents and charges in connection with Sublessee's use of the Subleased Premises, pursuant to sections 11.1 and 11.2 and Exhibits D and E of the Master Lease, respectively.

5. Repairs and Maintenance.

5.1 Master Lessor's Repair and Maintenance Obligations. Sublessor shall use reasonable efforts to ensure Master Lessor's compliance with the requirements of the Master Lease for Master Lessor, at Master Lessor's sole cost and expense, to maintain in good repair and working order and promptly repair the Subleased Premises, Building and Common Areas, pursuant to sections 10.2(a) and 10.2(b) of the Master Lease. Sublessor shall further use reasonable efforts to ensure Master Lessor's compliance with the requirements of the Master Lease regarding repairs in the event of emergency or imminent danger or otherwise due to damage or destruction, pursuant to sections 9 and 10.4 of the Master Lease.

5.2 Sublessee Personal Property. During the Term, neither Master Lessor nor Sublessor shall have any responsibility for maintenance, repairs, or associated costs of any

of Sublessee's furniture, fixtures, and equipment and other personal property placed or installed in the Subleased Premises by Sublessee.

5.3 Sublessee's Right to Repair. Pursuant to the Master Lease, repairs and maintenance to the Subleased Premises and Building shall be made by Master Lessor promptly when appropriate to keep the Subleased Premises, Building, and other items in the condition required by the Master Lease.

5.3.1 Pursuant to section 10.4(a) of the Master Lease, in the event that any repair and/or maintenance of the Building, which is or may be the responsibility of Master Lessor, is required but not being properly or timely performed, Sublessee shall notify Sublessor in order to provide the appropriate notice to Master Lessor of the need for such repair and/or maintenance; provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Sublessee's normal and customary operations. If Master Lessor fails to provide such action within five (5) business days, or a reasonable period of time given the circumstances, after the giving of such notification by Sublessee to Sublessor, then Sublessee may proceed to take such and any other action deemed to be reasonably required by Sublessee. Sublessee shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of the Master Lease to have been taken by the Master Lessor and was not taken by Master Lessor within such period (unless such notice was not required as provided above), and Sublessee took such required action, then Sublessee shall be entitled to prompt reimbursement by Sublessor of Sublessee's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Sublessor within ten (10) days of receipt of an invoice from Sublessee therefor, Sublessee shall be entitled to deduct from Base Rent payable by Sublessee under this Sublease the amount set forth in its invoice for such work. The remedies provided in this section are in addition to any other remedies provided in this Sublease and under applicable law.

5.3.2 Sublessee may request Sublessor to effectuate the provisions of section 10.4(b) of the Master Lease providing that Sublessor, in its sole discretion, may request Master Lessor to perform, supply, and/or administer any repairs, maintenance, building services, and/or alterations that are the responsibility of Sublessee under this Sublease, in which case Sublessee shall promptly reimburse Sublessor or Master Lessor, as applicable, for such cost, provided that the cost of any such repairs, maintenance, building services, and/or alterations that are the responsibility of Sublessee shall not exceed \$5,000. In the event that any repair, maintenance, building services, and/or alterations which Sublessee has requested that the Master Lessor perform, supply, and/or administer are not being properly performed, supplied, and/or administered by Master Lessor, Sublessee shall notify Sublessor in order to promptly provide the appropriate notice to

Master Lessor of the need for such repair, maintenance, building services, and/or alterations.

6. Holding Over; Surrender.

6.1 If Sublessee remains in possession of the Subleased Premises or any part thereof after the expiration of the term of this Sublease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Sublessor, at the last monthly Base Rent payable under this Sublease (as such Base Rent may be adjusted from time to time in accordance with Master Lease), plus any other charges payable under this Sublease, and subject to all of the terms, covenants and conditions of this Sublease. All options, rights of first refusal, concessions and discounts, if any, granted under this Sublease shall be deemed terminated and of no force or effect during such holdover period. In the event of Sublessee holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

6.2 Sublessee will, after the last day of the Term, or upon any earlier termination of the Term, surrender and yield up to Sublessor the Subleased Premises in good order and “broom-clean” condition (i.e., the Court will empty the space of all removable items including unaffixed furniture, books, files, etc., dispose of all garbage, and sweep or vacuum), reasonable wear and tear and damage by fire or other casualty excepted. In surrendering the Subleased Premises to Sublessor, Sublessee may, but is not liable for or obligated to: (i) remove any leasehold improvements constructed or installed within the Subleased Premises prior to or during the Term of this Sublease; (ii) remove any furniture, fixtures, and equipment affixed to the Subleased Premises by Sublessee prior to or during the Term of this Sublease; and (iii) implement repairs to the Subleased Premises caused by any removal of same.

7. Mutual Indemnification.

7.1 Indemnification Obligation of Sublessor. The Sublessor shall indemnify, defend and hold harmless the Sublessee and Sublessee Parties (defined below), from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Sublessor’s repair, maintenance and other acts and omissions arising from and/or relating to the Sublessor’s rights to or use of the Subleased Premises.

7.2 Indemnification Obligation of Sublessee. The Sublessee shall indemnify, defend and hold harmless the Sublessor and Sublessor Parties (defined below), from and

against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Sublessee's repair, maintenance and other acts and omissions arising from and/or relating to the Sublessee's use of the Subleased Premises.

7.3 Definition of "Sublessee Parties" and "Sublessor Parties." "Sublessee Parties" refers singularly and collectively to the Judicial Council of California; the State of California; the Superior Court of California, County of Los Angeles; and their respective officers, judicial officers, agents and employees. "Sublessor Parties" refers singularly and collectively to the County of Los Angeles, its Board of Supervisors and Special Districts, and their respective agencies, districts, departments, directors, elected and appointed officials, agents, employees, volunteers, contractors, representatives, and invitees, in both individual and official capacities.

7.4 Survival of Indemnification. The Parties' indemnification and defense obligations under this section will survive the expiration or earlier termination of this Sublease until all claims against the Sublessor Parties or Sublessee Parties, as applicable, involving any of the indemnified matters are either so concluded by the Sublessee or Sublessor or fully, finally, and absolutely barred by the applicable statutes of limitations.

8. Insurance.

8.1 Sublessor Insurance. Sublessor agrees at all times during the Term to purchase and keep in force, or maintain a program of self-insurance for, the following policy(ies) of insurance:

8.1.1 Property (Physical Damage) insurance covering loss or damage to the Subleased Premises by reason of fire (extended coverage), flood, and those perils included within the classification of all risks insurance in an amount equal to the full replacement value of the Subleased Premises;

8.1.2 Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, and liability assumed under contract including Sublessor's indemnity under this Sublease, with limits of not less than:

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

8.1.3 Such other coverages as required by law, as Sublessor deems customary and necessary for the Subleased Premises, Building, and Common Areas, or as may be required by the Master Lease.

Each of these policies will name the State of California; Judicial Council of California; the Superior Court of California, County of Los Angeles; and their respective officers, agents, and employees as Additional Insureds with the same coverage as the principal insured. The required insurance policies shall be primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by Sublessee; and Sublessor and its respective insurers shall waive any right of subrogation or recovery they may have against Sublessee. Sublessor agrees to provide Sublessee with verification of insurance, on forms acceptable to Sublessee, to evidence that all required insurance is in full force and effect.

8.2 Sublessee Insurance. Sublessor acknowledges and accepts that Sublessee does not maintain commercial insurance coverage for property, general liability, or motor vehicle claims, but instead maintains a litigation management program under authority of rule 10.202 of the California Rules of Court.

9. Other Provisions of Sublease.

9.1 In addition to and notwithstanding the provisions of this Sublease, all applicable terms and conditions of the Master Lease are hereby incorporated into and made a part of this Sublease as if Sublessor were the Landlord, Sublessee were the Tenant, and the Subleased Premises were the Premises, except for the following provisions in the Master Lease that shall not be incorporated into this Sublease: sections 1.1(a) and (b) (*Landlord and Tenant's Address for Notice*), section 1.1(e) (*Term*), section 1.1(h) (*Base Rent*), section 1.1(i) (*Early Termination*), section 1.2 (*Defined Terms Relating to Landlord's Work Letter*), section 1.4 (*Landlord's Work Letter*), section 4 (*Term*), section 5 (*Rent*), section 7 (*Holdover*), section 16.2 (*Sale*), section 19 (*Indemnification*), section 20 (*Insurance*), section 23 (*Estoppel Certificates*), section 24 (*Tenant Improvements*), section 26 (*Subordination and Mortgages*), section 27 (*Surrender of Possession*), section 30.3 (*Brokers*), section 30.6 (*Notices*), section 30.11 (*Community Business Enterprises*), section 30.12 (*Memorandum of Lease*), section 31 (*Authority*), Exhibit B (*Commencement Date Memorandum and Confirmation of Lease Terms*), Exhibit C (*Payment Voucher*), Exhibit F (*Subordination, Non-Disturbance and Attornment Agreement*), Exhibit G (*Tenant Estoppel Certificate*), Exhibit H (*Community Business Enterprise Form*), and Exhibit I (*Memorandum of Lease*).

9.2 Sublessee assumes and agrees to perform the Tenant's applicable obligations under the Master Lease during the Term to the extent that these obligations are applicable to Sublessor for the Subleased Premises under this Sublease. The obligation to pay rent or other amounts to Master Lessor under the Master Lease will be considered performed by Sublessee to the extent and in the amounts paid by Sublessee to Sublessor set forth herein this Sublease.

9.3 The Parties will not commit or suffer any act or omission that will violate or breach any of the provisions of the Master Lease. Sublessor shall comply with its obligations under the Master Lease, and will exercise reasonable due diligence in causing Master Lessor to perform all of Master Lessor's obligations under the Master Lease for the benefit of Sublessee.

9.4 Sublessor shall notify in writing and consult with Sublessee prior to Sublessor exercising any rights, elections, options, waivers, or entitlements afforded to Sublessor under the Master Lease which may affect or impact Sublessee, the Court, or the Subleased Premises in order to first get Sublessee's input and written consent thereto, which consent Sublessee shall not unreasonably withhold, condition, or delay so long as doing so will not unreasonably interfere with the Court's operations at the Building, create an undue safety risk, or otherwise conflict with the terms and conditions of this Sublease.

9.5 If the Master Lease terminates by its terms or at the option, if any, of Master Lessor, this Sublease will terminate and the Parties will be relieved of any further liability or obligation under this Sublease. If, however, the Master Lease terminates as a result of a default or breach by Sublessor under this Sublease or the Master Lease, Sublessor will be liable to Sublessee for any damage suffered as a result of such default and/or termination.

10. Miscellaneous.

10.1 Notices. Any notices required or permitted to be given under the terms of this Sublease must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Sublessee:

Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-5334

With a copy to:

Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all notices by Sublessor relating to termination of this Sublease or alleged breach or default by Sublessee of this Sublease must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

All notices and correspondence to Sublessee must reference the address of the Subleased Premises and the name of Sublessor.

If to Sublessor:

County of Los Angeles
Attention: Chief Executive Office, Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4300

With a copy to:

County of Los Angeles
Office of the County Counsel
500 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Attn: Property Division

10.2 DOJ and DMV Requirements. Notwithstanding anything in this Sublease to the contrary, Sublessor shall comply, and shall use reasonable efforts to ensure Master Lessor's compliance, with background check and clearance requirements set forth in the policies, procedures, practices, as revised, of the California Department of Justice ("DOJ")

and the California Department of Motor Vehicles (“DMV”) with respect to any employee or representative of Master Lessor, Sublessor, or their employees, agents, and vendors who may have physical access to any area in the Subleased Premises which is either connected to, or contains records from, any DOJ criminal computer database, including, without limitation, the California Law Enforcement Telecommunications System (“CLETS”) and the Criminal Offender Record Information (“CORI”), or the DMV computer database (collectively the “Databases”). Sublessor will coordinate with the Court regarding any necessary background checks and clearances which may be required by the DOJ or the DMV, and if necessary, the Court will conduct the background checks and notify Sublessor if the individual is approved to have access to areas in the Subleased Premises that are either connected to, or contain records from, the Databases, or with the Court’s written consent, Sublessor may conduct any necessary background checks in lieu of the Court, and provide to the Court, if requested by the Court, suitable documentation evidencing Sublessor’s completion of any necessary background checks.

10.3 Waivers; Amendments. Any waiver of any right under this Sublease must be in writing and signed by the waiving Party. This Sublease may be modified only in writing and only if signed by the Parties at the time of the modification.

10.4 Entire Sublease; Severability. This Sublease is the entire understanding between the Parties relating to the subjects it covers. Any agreement or representations respecting the Subleased Premises or their leasing by Sublessor to Sublessee not expressly set forth in this instrument are void. If any term, provision, covenant, or restriction in this Sublease is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this Sublease will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Parties that each would have executed the remaining terms, provisions, covenants, and restrictions set forth in this Sublease without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

10.5 Binding on Successors. The terms and conditions herein contained will apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of all the Parties hereto.

10.6 Sublessor’s Authority. Only the Board of Supervisors of Sublessor has the authority, by formally approving and/or executing this Sublease, to bind Sublessor to the terms included herein. Each individual executing this Sublease on behalf of Sublessor represents and warrants that said individual is duly authorized to execute and deliver this Sublease on behalf of Sublessor, and that this Sublease is binding upon Sublessor in accordance with its terms. Sublessee understands that no material terms of this Sublease may be altered or deleted, nor may any new material terms be added to this Sublease, without the express written approval of the Board of Supervisors of Sublessor, either

through an amendment to the Sublease or by other formal board action agreed to in writing by the Parties. No County of Los Angeles officer, employee, agent, or independent contractor has any authority to alter, add, or delete the material terms of this Sublease, and Sublessee may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Sublease. Notwithstanding the foregoing, the Chief Executive Office of the County of Los Angeles may take any administrative act on behalf of Sublessor hereunder which does not have the effect of increasing any financial obligations of Sublessor under this Sublease including, without limitation, granting any approvals, terminating this Sublease in the manner provided herein by an early termination notice or otherwise.

10.7 Sublessee's Authority. Each individual executing this Sublease on behalf of Sublessee represents and warrants that said individual is duly authorized to execute and deliver this Sublease on behalf of Sublessee, and that this Sublease is binding upon Sublessee in accordance with its terms.

10.8 Brokers. The Parties acknowledge and agree that no brokers were involved or associated with this Sublease.

10.9 Governing Law. This Sublease is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. Any action brought by the Parties regarding this Sublease, the enforcement of its terms, or any dispute relating thereto shall be filed in the Superior Court of California in the County in which the Subleased Premises are located.

10.10 Relationship of the Parties. Sublessee and Sublessor hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this Sublease, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this Sublease between the County of Los Angeles and the State of California; the Judicial Council of California; or the Superior Court of California, County of Los Angeles. Neither Sublessee nor Sublessor, nor any other person or entity performing services on behalf of either Party pursuant to this Sublease, will have any right or claim against the other Party under this Sublease for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

10.11 Counterparts and Electronic Signatures. This Sublease may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the

same instrument. The Parties agree that the signature pages of this Sublease may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Sublease, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE(S)]


IN WITNESS WHEREOF, the Parties hereto have executed this Sublease on the dates specified below their respective signature.

JUDICIAL COUNCIL OF CALIFORNIA

COUNTY OF LOS ANGELES

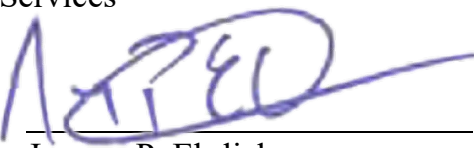
FESIA A. DAVENPORT

Chief Executive Officer

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: January 7, 2021

By: _____
Name: David P. Howard
Title: Assistant Chief Executive Officer
Date: _____

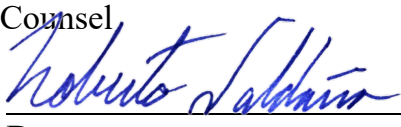
APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: January 7, 2021

ATTEST:
Dean C. Logan
Recorder/County Clerk
Of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: 
Deputy

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER	2/24/2021	
BOARD MEETING	3/16/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	Request authority to award As-Needed Elevator and Escalator Maintenance Services Master Agreements and award Sole Source Contract for Elevator Maintenance and Repair Services at LAC+USC Medical Center.	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Fujitec America, Inc. provides elevator maintenance and repair services at the LAC+USC Medical Center that require proprietary software and specialized equipment. Fujitec is the original equipment manufacturer for the elevators and the sole provider for the required services.	
DEADLINES	Current As-Needed Elevator and Escalator Maintenance Services MAs expire on April 7, 2021.	
COST & FUNDING	<u>Master Agreements:</u> Expenditures under these MAs will vary from year to year based on the need for elevator and escalator repair and maintenance services. Fujitec Sole Source Contract Total cost \$438,648 Annually; at an aggregate cost of \$2,193,240.00 for the initial contract term.	<u>Funding source:</u> The MAs will only be used where sufficient budgeted funds are available from departments requesting work which will be offset through County department billings and within available appropriation. The Sole Source Contract with Fujitec America, Inc. will use budgeted funds available by DHS for annual fixed preventative maintenance services, repairs and as-needed emergency services.
	<u>TERMS (if applicable):</u> MAs initial term of five years, with three 1-year renewal options and six month-to-month extensions. Sole Source Fujitec contract initial term of five years, with three 1-year renewal options and six month-to-month extensions, effective July 1, 2021.	
	<u>Explanation:</u> The current elevator and escalator repair/maintenance MAs expire on April 7, 2021, and there is a continuing need to obtain these contracted services to assist ISD in maintaining and repairing elevators and escalators throughout the County. In addition, ISD currently administers the elevator maintenance and repair contract for services at LAC+USC Medical Center for 29 elevators that utilize Fujitec's proprietary software and specialized equipment. Fujitec is the original equipment manufacturer for the elevators.	
PURPOSE OF REQUEST	(1) request of delegated authority to execute MAs with vendors to provide as-needed elevator and escalator maintenance services; (2) delegated authority to execute MAs with additional vendors as they become qualified throughout term of MA and overall contract administration; (3) approve transfer of four Work Orders under the current MAs to the new MAs; (4) delegated authority to execute sole source contract with Fujitec to continue providing services at LAC+USC Medical Center.	
BACKGROUND (include internal/external issues that may exist)	On March 20, 2007 and later again on April 8, 2014 your Board approved the As-Needed Elevator and Escalator Maintenance Services MAs to enable ISD to continue to provide elevator maintenance and repair services to supplement work that ISD staff cannot accomplish in-house. On February 24, 2009 your Board approved the migration of maintenance and repair services of these elevators to ISD. Due to the proprietary software and specialized equipment at the LAC+USC this is a sole source contract to the OEM. On April 8, 2014, your Board again authorized the Director of ISD to execute one contract with Fujitec.	
CONTACTS	Christie Carr, Division Manager; 562-419-4490; ccarr@isd.lacounty.gov	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

March 16, 2021

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:

**REQUEST AUTHORITY TO AWARD AS-NEEDED ELEVATOR AND ESCALATOR
MAINTENANCE SERVICES MASTER AGREEMENTS AND AWARD A SOLE
SOURCE CONTRACT FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES
AT LAC+USC MEDICAL CENTER
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award and execute Master Agreements for As-Needed Elevator and Escalator Maintenance Services and approval to award and execute a Sole Source contract with Fujitec America, Inc. (Fujitec) for elevator maintenance and repair services at Los Angeles County + University of Southern California (LAC+USC) Medical Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Internal Services Department (ISD), or his designee, to award and execute Master Agreements (MA) (Attachment 1), with five vendors (Attachment 2), to provide as-needed elevator and escalator maintenance services, upon your Board's approval, for an initial term of five years, with three additional one-year renewal options and six month-to-month extensions.
2. Authorize the Director of ISD, or his designee, to execute MAs with additional vendors as they become qualified throughout the term of recommended MA, exercise the extension renewal options, execute individual Work Orders (WO), suspend or terminate MAs for the administrative convenience of the County when contractors cease to be in administrative compliance (e.g., non-performance related issues, etc.), and execute applicable MA amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.
3. Approve the transfer of four WOs (Attachment 3) from the current As-Needed Elevator and Escalator Maintenance Services MAs (2014) to the new MAs (2021).

4. Authorize the Director of ISD, or his designee, to execute a sole source contract with Fujitec (Attachment 4) to continue providing elevator maintenance and repair services at LAC+USC Medical Center for an initial term of five years, with three additional one-year renewal options and six month-to-month extensions, effective July 1, 2021, at an aggregate cost of \$2,193,240.00 for the initial contract term; exercise the renewal options and month-to-month extensions in accordance with the attached contract, approve necessary changes to scope of services, and execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently administers the As-Needed Elevator and Escalator Maintenance Services MAs to maintain a pool of readily available qualified contractors to provide required elevator and escalator services for a variety of County facilities. Contractors provide expedited services for elevator and escalator projects that occur on an intermittent basis. The contracted services include:

- Elevator modernization
- Elevator cab refurbishment
- Emergency calls
- As-needed repairs to specialized equipment
- Extraordinary repair and maintenance services

The current MAs expire on April 7, 2021, and there is a continuing need to obtain these contracted services to assist ISD in maintaining and repairing elevators and escalators throughout the County.

Your Board's approval of recommendation number one and two will enable ISD to continue to obtain as-needed elevator and escalator maintenance services to supplement work that ISD's in-house personnel cannot accomplish.

Recommendation number three requests authority to transfer four WOs from the current As-Needed Elevator and Elevator Maintenance Services to the new MAs. Transferring the current open WOs will allow services under the specific project scope to be completed without disruption and re-soliciting, which would result in an interruption of County operations, schedule delays and increased costs to the County.

Approval of recommendation number four to award a sole source contract to Fujitec will ensure the continuation of essential elevator maintenance and repair services at the

LAC+USC Medical Center. Under the current contract, Fujitec maintains 29 elevators at the LAC+USC Medical Center that utilize its proprietary software and specialized equipment. Fujitec is the original equipment manufacturer for the elevators and the sole provider for the required services, and therefore recommended for contract award.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions supports the Countywide Strategic Plan Goal Number Two, Foster Vibrant and Resilient Communities by providing quality and efficient Countywide services, and Goal Number Three, Realize Tomorrow's Government Today, Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, Accountability, and Manage and Maximize County Assets, by effectively managing County resources and providing efficient and standardized elevator and escalator repair and maintenance services through a streamlined solicitation process.

FISCAL IMPACT/FINANCING

Approval of the recommended MAs does not guarantee contractors any minimum amount of work. The County only incurs an obligation as individual WOs are awarded. Expenditures under these MAs will vary from year to year based on the need for elevator and escalator repair and maintenance services. WOs will only be solicited for, and awarded, where sufficient budgeted funds are available from departments requesting elevator and/or escalator services. Contractors will not be asked to perform services which exceed the amounts and the scope of work specified in each individual WO.

Expenditures will be offset by ISD through billings to County departments.

For Fiscal Year 2021-22, expenditures for Fujitec contract services to LAC+USC Medical Center are estimated at \$438,648.00. Sufficient appropriation for the recommended contract is included in ISD's FY 2020-21 Adopted Budget and FY 2021-22 budget submission, and sufficient appropriation will be requested in future years.

There is no impact to net County costs (NCC).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended MAs include all of the County's standard terms and conditions and have been approved as to form by County Counsel. The MAs also include the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely

Surrendered Baby Law and the Child Support Compliance Program, Defaulted Property Tax Reduction Program, Local and Targeted Worker Hiring Policy, and County Preference Programs.

The recommended contract with Fujitec contains all of County's standard terms and conditions and the Board's required contract provisions and has been approved as to form by County Counsel.

The recommended MAs and Sole Source Contract are not Proposition A agreements. County Code 2.201 does not apply to the As-Needed Elevator and Escalator Maintenance Services Master Agreement as these agreements are for temporary and intermittent services, and the work performed by these firms is highly technical in nature. It has been determined that the services under these agreements do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program" because of the specialized training needed to perform the work.

CONTRACTING PROCESS

On July 13, 2020, ISD released a Request for Statement of Qualifications (RFSQ) for As-Needed Elevator and Escalator Maintenance Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5), which was sent to 98 vendors. Additionally, ISD hosted two virtual vendor events to advertise the contracting opportunity, specifically to increase participation from our small business community.

Since the release of the RFSQ, five Statements of Qualifications (SOQ's) have been received and reviewed for compliance with the minimum qualifications criteria set forth in the RFSQ. The vendors were determined to be qualified and, as such, are being recommended for MA award. Additional SOQ's are in the review and qualification process.

ISD will continue to advertise this contracting opportunity and new vendors may qualify for a MA at any time by submitting a SOQ. New vendors will be awarded an MA if they meet the minimum qualifications. Thereafter, as services are needed, qualified contractors will be solicited under competitive conditions, on a project-by-project basis, to provide as-needed elevator and escalator maintenance services. Under work orders executed by ISD. Vendors certified as a County Preference Provider will receive the 15% preference on their individual WO bids, and WOs are awarded by ISD to the lowest priced qualified contractor.

Regarding the Fujitec contract, on December 3, 2002, the LAC+USC Replacement Project Management Team, led by the Department of Public Works (DPW), entered into a contract with McCarthy/Clark/Hunt, A Joint Venture (MCH) to construct the LAC+USC Medical Center. Fujitec was selected as a subcontractor to MCH to furnish and install 29 elevators in the new hospital on June 10, 2003.

On February 24, 2009, the Board approved the Elevator Maintenance and Repair Services at LAC+USC Medical Center contract to Fujitec for continued elevator maintenance services in support of the LAC+USC Medical Center, as the original equipment manufacturer for the elevators and the sole provider for the required services.

On April 8, 2014, the Board again awarded the Elevator Maintenance and Repair Services at LAC+USC Medical Center contract to Fujitec for continued elevator maintenance services in support of the LAC+USC Medical Center. The current contract term will expire on June 30, 2021.

On June 30, 2020, ISD gave notice to the Board of its intent to enter into negotiations with Fujitec for a Sole Source Contract as required by Board Policy No. 5.100, Sole Source Contracts (Attachment 6). Subsequently, on January 27, 2021 negotiations were finalized with Fujitec. In accordance with the Board's Policy, the Sole Source Justification and corresponding Sole Source Checklist (Attachment 7) have been reviewed and approved by the Chief Executive Office (CEO).

A summary of the Community Business Enterprise Program information for the recommended vendors is provided (Attachment 8). The recommended firms were selected without regard to gender, race, creed, color or national origin for award of a MA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the MAs will allow ISD to continue to provide vital elevator and escalator maintenance services to County facilities on an as-needed basis.

Approval of the Fujitec contract will ensure continuance of mission-critical elevator services at the LAC+USC Medical Center and enable the County to meet elevator equipment compliance requirements.

CONCLUSION

The Executive Office, Board of Supervisors, is requested to return a stamped copy of the approved Board letter to the Director of ISD.

The Honorable Board of Supervisors
March 16, 2021
Page 6

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:CC:SO:ew

Attachments

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

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

(CONTRACTOR)

FOR

**AS-NEEDED ELEVATOR AND ESCALATOR
MAINTENANCE SERVICES**

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Appendix H
SAMPLE MASTER AGREEMENT
MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND
CONTRACTOR
FOR
AS-NEEDED ELEVATOR AND ESCALATOR
MAINTENANCE SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of _____, 2020 by and between the County of Los Angeles, Internal Services Department hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide As-Needed Elevator and Escalator Maintenance Services .

RECITALS

WHEREAS, the County may contract with private businesses for as-needed Elevator and Escalator Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as-needed Elevator and Escalator Maintenance Services ; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services, and Los Angeles County Code Title 2, Chapter 2.121.250(B); and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Sample Work Order Formats
- 1.7 Exhibit G Forms Required For Each Work Order Before Work Begins
- 1.8 Exhibit H ISD Elevator/Escalator List

Work Orders Executed Under this Master Agreement

- 1.9 Exhibit I Subsequent Executed Work Orders

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of The Internal Services Department.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Internal Services Department.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be

performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall generally conform to either Exhibit F1 or F2, depending on whether the particular Work Order is to be performed on a time and materials basis (see Exhibit F1) or on a fixed price per deliverable basis (see Exhibit F2) as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of evaluations, County shall execute the Work Order by and through the Internal Services Department (ISD) staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of

the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of ISD or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire five (5) years from the date of Board approval of the initial Master Agreement unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to three (3) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of eight (8) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to ISD at the address herein provided in Exhibit A.

5.0 CONTRACT SUM

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

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

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

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either: (1) monthly, if performed on a Time and Materials basis (see Exhibit F1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit F2).

5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any

amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

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

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

5.5.1 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of 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), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between ISD and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to

the County on the next business day after the employee has terminated employment with the Contractor.

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in 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 County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall 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.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.
- 7.6.5 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G4.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director.
- 8.1.2 The Director of ISD, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of ISD, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the 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 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within 15 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless 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 County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall 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 County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

8.7 Compliance with County's Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident

who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

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

8.10 Consideration of Hiring GAIN-GROW Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

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

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

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

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

8.16 Employment Eligibility Verification

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.17 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods,

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

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall 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 shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents

(defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to 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 Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall 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 fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 Eastern Avenue, Los Angeles, CA, 90063
Attention: Tatiana Menendez

Contractor also shall promptly report to 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 shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall 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 shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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 the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall 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 shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall 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 shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25 Liquidated Damages

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

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

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

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

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to

or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and

Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any

such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

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

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

8.37 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including,

but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the

funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD 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 shall forward a fully executed subcontract to the County for their files.

- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Tatiana Menendez
County of Los Angeles
Internal Services Department, Contracting Division
1100 N. Eastern Avenue, Room 101
Los Angeles, CA 90063
tmenendez@isd.lacounty.gov

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

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

- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

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

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer,

employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.44 Termination for Insolvency

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

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

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code

Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

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

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

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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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 County and its taxpayers.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time off For Voting

The Contractor shall notify its employees, and shall 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 subcontractors shall 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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The 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/>). The 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. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the 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 the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A

Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

9.4 Patent, Copyright and Trade Secret Indemnification

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

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

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

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

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

9.6.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Intentionally Omitted

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED ELEVATOR AND ESCALATOR MAINTENANCE
SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 202__.

COUNTY OF LOS ANGELES

By _____
Director

_____ Department

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

**MASTER AGREEMENT FOR
AS-NEEDED ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
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- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F SAMPLE WORK ORDER FORMATS**
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- G FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**
 - G1 CERTIFICATION OF EMPLOYEE STATUS
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UNIQUE EXHIBITS

- H ISD ELEVATOR/ESCALATOR LIST**
- I SUBSEQUENT EXECUTED WORK ORDERS (not attached)**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Christie Carr
Title: Division Manager, Contracting
Address: 1100 North Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-Mail Address: CCarr@isd.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Joseph Cruz
Title: Division Manager, Maintenance and Operations
Address: 1100 North Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-2106
E-Mail Address: JCruz@isd.lacounty.gov

COUNTY WORK ORDER DIRECTOR:

Name: Joseph Cruz
Title: Division Manager, Maintenance and Operations
Address: 1100 North Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-2106
E-Mail Address: JCruz@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Stephen Saracco II
Title: Elevator Mechanic Supervisor, Facilities Operations/Elevator Section
Address: 9230 E. Imperial Highway
Downey, CA 90242
Telephone: (562) 940-2401
E-Mail Address: ssaraccoii@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.070. Exceptions.

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

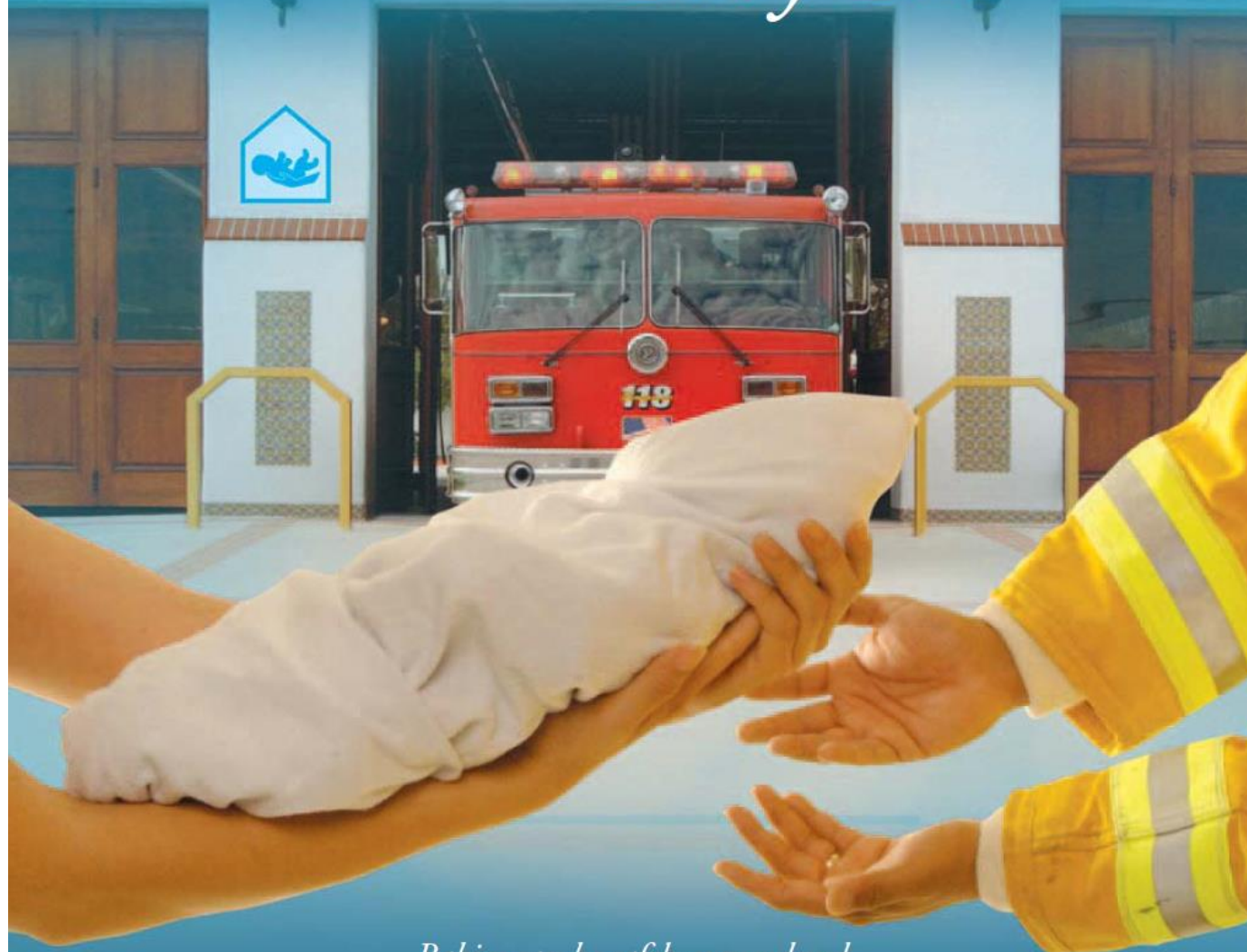
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.

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

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

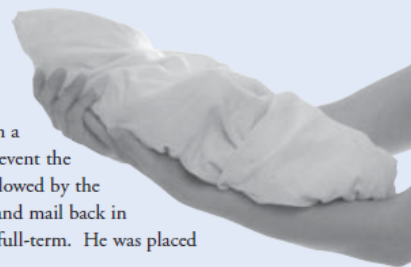
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

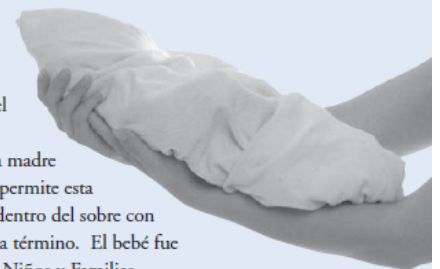
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



SAMPLE WORK ORDER FORMATS

F1 Time and Materials Basis

F2 Fixed Price Per Deliverable Basis

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

**AS-NEEDED ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER
(TIME AND MATERIALS BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit __, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

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

Skill Category	_____	
Name	_____	@ \$____./hour.
Name	_____	@ \$____./hour.

III. PAYMENT

- A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).
- B. Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.
- C. Contractor shall satisfactorily perform and complete all required Services in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

Work Order No. _____ County Master Agreement No. _____

D. CONTRACTOR shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

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

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AS-NEEDED ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount: _____	

Work Order No. _____ County Master Agreement No. _____

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit ___ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

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

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT G

FORMS REQUIRED FOR EACH WORK ORDER **BEFORE WORK BEGINS**

- G1 CERTIFICATION OF EMPLOYEE STATUS
- G2 CERTIFICATION OF NO CONFLICT OF INTEREST
- G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT
- G4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

**AS-NEEDED ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

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

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**AS-NEEDED ELEVATOR AND ESCALATOR MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

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

“Certain contracts prohibited.

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

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced 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 Master Agreement.

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other 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 Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other 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 Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**INTERNAL SERVICES DEPARTMENT
ELEVATOR/ESCALATOR LIST - DISTRICT 1**

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
39	Hall of Administration 500 W. Temple Street Los Angeles 90012-2713	1	F	34201	Otis
		2	P	34202	Otis
		3	P	34203	Otis
		4	P	34204	Otis
		5	P	34205	Otis
		6	P	34206	Otis
		7	P	34207	Otis
		8	P	34208	Otis
		9	P	34209	Otis
		10	P	34210	Otis
		11	F	34211	Otis
		1	ESC 1-B	34212	Otis
		2	ESC B-1	34213	Otis
		3	ESC 1-2	34214	Otis
		4	ESC 2-1	34215	Otis
		5	ESC 3-2	34216	Otis
		6	ESC 2-3	34217	Otis
		7	ESC 3-4	34218	Otis
		8	ESC 4-3	34219	Otis
		9	ESC 5-4	34220	Otis
		10	ESC 4-5	34221	Otis
		11	ESC 5-6	34222	Otis
		12	ESC 6-5	34223	Otis
		13	ESC 7-6	34224	Otis
		14	ESC 6-7	34225	Otis
		15	ESC 1-2 E	34226	Otis
		16	ESC 2-1 E	34227	Otis
		1	DW	34228	Otis
		2	DW	34229	Otis
		4	DW	34230	Otis
		3	DW	34231	Otis
45	Hall of Records 320 W. Temple Street Los Angeles 90012-3208	0	DW	35901	Otis
		1	P	35902	Otis
		2	P	35903	Otis
		3	P	35904	Otis
		4	P	35905	Otis
		5	F	35906	Otis
		1	ESC 1-G	35907	Otis
		2	ESC G-1	35908	Otis
		3	ESC 2-1	35909	Otis
		4	ESC 1-2	35910	Otis

EXHIBIT H

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
90	Mall Garage Lot 18 140 N. Grand Avenue Los Angeles 90012-3001	5	ESC 2-3	35911	Otis
		6	ESC 3-2	35912	Otis
		0	IWCL	11756	Garaventa
		0	WW-S	//	
		0	WW-N	//	
		0	WW-SE	//	
		1	ESC LU-N	43081	Otis
		2	ESC 2D-S	43082	Otis
		3	ESC 2U-S	43083	Otis
		4	ESC MD-S	43084	Otis
		6	ESC 2D-N	43085	Otis
		5	ESC LU-N	43086	Otis
		7	ESC 2U-N	43087	Otis
		8	ESC MD-N	43088	Otis
		0	P	43162	Armor
91	Archives/Mall Garage Phase I 145 N. Broadway Los Angeles 90012-3105	1	P	51961	Montgomery
		2	P	51962	Montgomery
		3	P	52350	Montgomery
		0	ESC DN	52351	Montgomery
		0	ESC UP	52352	Montgomery

* This list may not be inclusive of all elevator/escalator, in District 1.

SERVICE TYPES

P= PASSENGER
F= FREIGHT
ESC= ESCALATOR
D/W= DUMBWAITER
WCL= WHEELCHAIR LIFT
VRC= VERTICAL REIPROCATING CONVEYER
FPL= FREIGHT PLATFORM LIFT
NIKE= MISSILE LIFT
PL= HANDICAP PLATFORM LIFT
WW= WINDOW WASHER

**INTERNAL SERVICES DEPARTMENT
ELEVATOR/ESCALATOR LIST - DISTRICT 2**

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
480	Probation - Central Juv Hall	0	F	61579	Montgomery Internacional de Elevadores Internacional de Elevadores Internacional de Elevadores
	1605 Eastlake	1	P	110741	
	Los Angeles 90033-1009	2	P	128407	
		3	P	128408	
4085	Lancaster Courthouse 1040 W Avenue "J" Lancaster 93534-3329	0	P	61166	O & W
5219	DPSS - East Valley 14545 Lanark Street Panorama City 91402-4991	1	P	44955	Smartrise
		2	P	44956	Smartrise
5305	DPSS - Lincoln Heights 4077 N Mission Road Los Angeles 90032-2554	1	P	90538	MCE
		2	P	90539	MCE
5303	DPSS - Pasadena 955 N Lake Avenue Pasadena 91104	1	P	75379	Reliable
		2	P	75380	Reliable
5914	FD - Fire Command Center 1320 N Eastern Avenue Los Angeles 90063-3244	1	P	94210	Dover
6838	San Gabriel Library 500 S. Del Mar San Gabriel 91776	1	P	150178	Kone
6842	West San Gabriel Library 8800 E Valley Blvd Rosemead 91770-1788	0	DW	44575	O & W
7022	ISD - Administration Bldg 1100 N Eastern Avenue Los Angeles 90063-3200	1	P	56099	Virginia
		2	P	56100	Virginia
7023	ISD - Craft Shops & Warehouse 1102 N Eastern Avenue Los Angeles 90063-3200	0	DW	56635	
		1	FPL	0	
		2	FPL	0	
		3	FPL	0	

EXHIBIT H

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
9014	C&SS - East L.A. Center 133 N Sunol Drive Los Angeles 90063-1429	4	FPL	0	Smartrise
		5	FPL	0	
		6	FPL	0	
		7	FPL	0	
9086	Probation - Challenger 5300 Avenue "I" Lancaster 93536-8308	0	FPL	0	
10533	C&SS - Altadena Senior Center 560 E Mariposa Street Altadena 91001-2267	0	P	69944	Smartrise
322	Coroner Hdqtrs 1104 N. Mission Road Los Angeles 90033	0	P	117670	Virginia
322	Coroner Forensics 1104A N. Mission Road Los Angeles 90033	1	P	53258	Virginia
		2	P D/W	53259	Virginia
322	Coroner Admin 1102 N. Mission Road Los Angeles 90033	0	P	53288	MCE
6781	La Crescenta Library 2809 Foothill Blvd. La Crescenta, CA	1	P	155587	

* This list may not be inclusive of all elevator/escalator, in District 2.

**INTERNAL SERVICES DEPARTMENT
ELEVATOR/ESCALATOR LIST - DISTRICT 3**

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
51	Public Health - Admin Bldg 241 N. Figueroa Street Los Angeles	1	P	27201	MCE
		2	P	45056	Dover
		0	DW	45119	
52	Health Services - Admin Bldg 313 N. Figueroa Street Los Angeles	6	P	51097	MCE
		4	P	51929	MCE
		5	P	51930	MCE
		1	P	52357	MCE
		2	P	52358	MCE
		3	P	52359	MCE
858	Central Arraignment Courts 429 Bauchet Street Los Angeles 90012-2985	7	ESC-UP	59655	Montgomery
		8	ESC-DN	59656	Montgomery
		3	P	60266	Armor
		1	P	60267	Armor
		2	P	60268	Armor
3512	Mental Health Headquarters 550 S Vermont Avenue Los Angeles 90012-2806	4	P	60269	Armor
		1	P	41647	Virginia
		2	P	41648	Virginia
		3	P	41649	Virginia
3514	Parks & Rec - Ombudsman 510 S. Vermont Avenue Los Angeles 90012-2806	4	P	41650	Virginia
		1	P	32865	ERM
		1	P	44857	Armor
		2	P	44858	Armor
3515	Auto Park 68 523 Shatto Place Los Angeles 90020-1705	1	P	44857	Armor
		2	P	44858	Armor
3517	Dept of Comm & Senior Svcs 3175 W. Sixth Street Los Angeles 90020-1708	2	P	32751	Virginia
		1	P	32752	Virginia
4705	OPS - Park Service Bureau 2101-D N. Highland Avenue Hollywood 90068-2742	0	VWCL	117759	NWOV
4720	Natural History Museum 900 Exposition Blvd. Los Angeles 90007-4000	0	P	14872	
		3	F	17229	MCE
		4	F	17230	MCE
		5	P	61519	Westinghouse

EXHIBIT H

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
		6	WCL	90295	Concord
		1	P	99228	MCE
		7	WCL	99259	Concord
		2	P	99376	MCE
		8	WCL	106888	Concord
		9	WCL	152388	Concord
		0	VRC	110992	Pflow
		GLS	P	158596	
5215	DPSS - Civic Center 813 E 4th Place Los Angeles 90013-1882	0	P	51719	Delta
5228	Probation - Records Storage 3965 S Vermont Ave Los Angeles 90037-1998	1	P	43905	Armor
		2	P	43906	Armor
5267	DPSS - Florence District 1740 E Gage Avenue Florence 90001-1845	1	P	49498	Smarterise
		2	P	49499	Smarterise
5268	DPSS - ELA Grow Service Cntr 2200 Humboldt Street Los Angeles 90031-1793	0	F	21048	Baker Iron Works
5278	DPSS - Southwest Family 923 E Redondo Blvd Inglewood 90302-1796	1	P	53277	O & W
		2	P	53278	O & W
5284	DPSS - South Central 10728 S Central Avenue Los Angeles 90059-1096	1	P	53830	Virginia
		2	P	53831	Virginia
6007	Fire Station # 7 864 N San Vicente Blvd W Hollywood 90069-4506	0	P	110823	Dover
6230	LAFD - Camp # 8 1900 S Rambla Pacifica Street Malibu 90265-3039	1	NIKE - A	0	Wayne
		2	NIKE - B	0	Wayne
		3	NIKE - C	0	Wayne
6476	Mental Health - West Side 11080 W Olympic Blvd W Los Angeles 90064-1937	1	P	72182	Virginia
		2	P	72183	Virginia

EXHIBIT H

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
6720	Compton Library 240 W Compton Blvd Compton 90220-3109	0	P	57604	MCE
6770	Hawthorne Library 12700 S Grevillea Avenue Hawthorne 90250-4396	0	DW	63287	
6874	Gardena Library 1731 W Gardena Blvd Gardena 90247-4776	0	DW	39910	
7615	Auto Park 58 1055 N Alameda Street Los Angeles 90012-1803	0	P	52024	Armor
9039	Parks & Recreation Headquarters 433 S Vermont Avenue Los Angeles	1	P	39259	MCE
		2	P	39260	MCE
10526	C&SS - Florence/Firestone 7807 S Compton Avenue Florence 90001-2697	0	P	61228	Smartrise
10529	C&SS - San Pedro 769 W 3rd Street San Pedro 90731-2425	0	P	63117	Smartrise
10810	Mil/Vet Affairs/Patriotic Hall 1816 S Figueroa Street Los Angeles 90015-3499	1	P	15216	MCE
		2	P	15217	MCE
10880	DPSS - Public Health 2615 W Grand Avenue Los Angeles 90007-2608	1	P	28541	MCE
		2	P	28542	MCE
		3	P	28543	MCE
		4	P	28544	MCE
10885	DPSS - Metro Family 2707 S Grand Avenue Los Angeles 90007-3300	1	P	45663	MCE
		2	P	45664	MCE
		3	P	45665	MCE
467	DHS - H Claude Hudson CHC 2829 S. Grand Ave Los Angeles 90007	1	P	65709	Smartrise
		2	P	65710	Smartrise
		3	P	65712	Smartrise
3748	Public Health - Curtis Tucker 123 W. Manchester Ave. Inglewood 90301	1	P	57603	MCE

EXHIBIT H

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
6495	Public Health - Ruth Temple 3834 S. Western Los Angeles 90062	1	P	61424	Montgomery
6544	Public Health - MLK Health Cntr 11833 S. Wilmington Ave Los Angeles 90059	1	P	158549	MCE
6743	Topanga Library 122 N Topanga Canyon Road Topanga 90290	1	P		Otis
4750	John Anson Ford Amphitheater 2580 E. Cahuenga Blvd	1 2	P Piano Lift	107866	Montgomery

* This list may not be inclusive of all elevator/escalator, in District 3.

**INTERNAL SERVICES DEPARTMENT
ELEVATOR/ESCALATOR LIST - DISTRICT 4**

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
700	Probation - Los Padrinos 7285 Quill Drive Downey 90242-2001	1 2	P P	134106 134107	Internacional de Elevadores Internacional de Elevadores
780	DC&FS Maclaren Hall 4024 Durfee Avenue El Monte 91732-2599	1 2	P F	59778 63021	US US
1316	Rancho Los Amigos Lab 12750 Erickson Avenue Downey 90242	1	P	143703	MCE
3728	San Antonio Reg Library 6518 Miles Avenue Huntington Park 90255-4316	1 2	P PS	49982 49983	MCE MCE
3927	West Covina Courthouse 1427 W Covina Parkway West Covina 91790-2799	1 2 3	P P P PL PL PL	59757 61136 99897	General General Virginia
3928	West Covina Library 1601 W Covina Parkway West Covina 91790-2799	0	P	58996	General
4052	Downey Admin Bldg #2 9150 E Imperial Hwy Downey 90242-2835	2 1	F P	31064 57220	EMCO MCE
4055	Downey Admin Bldg #100 9230 E Imperial Hwy Downey 90242-2811	0	F	27761	Baker Iron Works
4227	Animal Care & Control 5898 Cherry Avenue Long Beach	0	DW	58724	
4500	Arboretum - Queen Ann Cottage 301 N Baldwin Avenue Arcadia 91006	0	WCL	139968	NWOV
5041	Health Services - Admin Bldg 5555 Ferguson Drive	1 2	P F	26662 26663	MCE MCE

EXHIBIT H

B.I.S.	BUILDING NAME	I.D.	TYPE	STATE #	MANUFACTURER
	Commerce 90022-5164	3	F	26664	Westinghouse
		0	DW	65809	Westinghouse
		4	P	65836	MCE
5181	AC/W & M Probation 12300 Lower Azusa Road Arcadia 91006	0	P	116885	Schindler
5206	DPSS – Pomona 2040 W Holt Avenue Pomona 91768-3396	1	P	77127	Otis
		2	P	77128	Otis
5213	DPSS – Belvedere 5445 Whittier Blvd E.L.A. 90022-4196	1	P	45183	Virginia
		2	P	45184	Virginia
		1	DW	0	
5285	DPSS - Metro East 2855 E Olympic Blvd Los Angeles 90023-3497	1	P	53247	Virginia
		2	P	53248	Virginia
6510	Public Health - Environ Hlth HQ 5050 Commerce Drive Baldwin Park 91706	0	P	93741	Dover
6701	Library Headquarters 7400 E Imperial Hwy Downey 90242-3375	2	P	75186	MCE
		1	P	75187	MCE
6828	Rio Hondo Reg Library 1550 Beverly Blvd Montebello 90640-3993	0	DW	43648	
9833	AC/W&M Env Lab/Warehouse 11012-B S Garfield Avenue South Gate 90280-7504	0	P	94154	Otis
10421	Registrar - Recorder Headqtrers 12400 E Imperial Hwy Norwalk 90650-8357	1	P	53143	MCE
		2	P	53144	MCE
		3	P	53269	MCE
		4	P	53270	MCE
		5	P	53271	MCE
4072	DHS - Roybal CHC 245 Fetterly E. Los Angeles 90022 Charge # FY 12/13 IS A61500-90100	1	P	64456	Smarterise
		2	P	64457	Smarterise
		3	P	64458	Smarterise
3687	DHS - El Monte CHC 10953 Ramona Blvd El Monte 91731	1	P	73423	Montgomery
		2	P	73424	Montgomery
		3	P	73425	Montgomery

* This list may not be inclusive of all elevator/escalator, in District 4.

SUBSEQUENT EXECUTED WORK ORDERS
(not attached)

ATTACHMENT 2

AS-NEEDED ELEVATOR AND ESCALATOR MAINTENANCE SERVICES MASTER AGREEMENTS

List of Qualified Vendors:

1. Amtech Elevator Services
2. GMS Elevator Services, Inc.
3. Smartrise Elevator Service, Inc.
4. Schindler Elevator Corporation
5. TRE Elevator Corporation

ATTACHMENT 3

**CURRENT AS-NEEDED ELEVATOR AND ESCALATOR
MAINTENANCE SERVICES MASTER AGREEMENT
WORK ORDERS TO BE PORTED TO NEW MASTER AGREEMENT**

Contractor	Master Agreement Number	Work Order	End Date
Amtech Elevator Services	I104454	EES2053: Harbor UCLA Med. Center, Modernization of 10 existing elevators in Harbor UCLA Medical Center	April 7, 2022
		EES2074: Sheriff Dept., BISCAILUZ CENTER, to refurbish one (1) hydraulic elevator	June 19, 2021
GMS Elevator Services, Inc.	I104742	EES2076: Harbor-UCLA Hospital (HUCLA), As – Needed Services to provide Licensed Certified Competent Conveyance Mechanics	June 30, 2021
Smartrise Elevator Services, Inc.	I104764	EES2082: Los Angeles Sheriff Dept., (LASD), Gearbox Worm Gear Bearing Replacement	April 30, 2021

CONTRACT GS-10603-S



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FUJITEC AMERICA, INC.

FOR

ELEVATOR MAINTENANCE AND REPAIR SERVICES AT

LAC+USC MEDICAL CENTER

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- B Pricing Schedule
- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FUJITEC AMERICA, INC.
FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES
LAC+USC MEDICAL CENTER**

This Contract ("Contract") made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and Fujitec America, Inc., hereinafter referred to as "Contractor" to provide elevator maintenance and repair services located at LAC+USC Medical Center.

RECITALS

WHEREAS, the County may contract with private businesses for elevator maintenance and repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Elevator Maintenance and Repair Services; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services and Los Angeles County Code Title 2, Chapter 2.121.250(B); and

WHEREAS, the Board of Supervisors has authorized the Director, Internal Services Department (ISD) or his/her designee to execute and administer this Contract.

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

2 DEFINITIONS

2.1 Standard Definitions:

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

- 2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and

conditions for the issuance and performance of all tasks, deliverables, services and other work of the Statement of Work, Exhibit A.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract Statement of Work.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of five (5) years commencing on July 1, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three (3) additional one-year periods, and six (6) one-month periods for a maximum total Contract term of eight (8) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director the Internal Services Department (ISD).

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify County's Project Manager, Internal Services Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 Contractor shall be paid in accordance with Exhibit B - Pricing Sheet, Parking Facilities Management Services, of this Contract.

5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted to the following email address:

ISDInvoiceSubmission@isd.lacounty.gov

Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County

departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

5.6.1 If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall 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 shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of 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), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

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

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to

Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in 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 County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall 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.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Director ISD or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Director ISD or his/her designee.
- 8.1.3 The Director ISD or his/her designee or Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Director ISD or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the 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 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within ninety (90) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within 15 business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

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

- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall 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 shall indemnify, defend, and hold harmless 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 County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall 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 County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more

County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW)

Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity,

or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the

period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the 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 the Contract in jeopardy if not

corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall 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 shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance

schedule. As used in this subparagraph, 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 shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor shall 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 related to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. Notwithstanding the foregoing, said obligation of Contractor to indemnify, defend, and hold harmless shall be only to the extent of liability arising out of Contractor's work for County and not to the extent caused by the negligent independent acts, errors, or omissions of indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 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 the 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 County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2** Renewal Certificates shall be provided to County not less than ten (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 sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates shall 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 shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall 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 fifty thousand dollars (\$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 the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements shall be emailed to:
- Tatiana Menendez
tmenendez@isd.lacounty.gov
County of Los Angeles
Internal Services Department, Contracting Division
1100 N Eastern Ave,
Los Angeles, CA, 90063
- 8.24.2.6** Contractor also shall promptly report to 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 shall promptly notify 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 County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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 full policy limits and scope of protection also shall 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 Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall 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 shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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 the Contract, in 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 shall constitute a material breach of the Contract, upon which

County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. 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 shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain 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 shall 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 shall 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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) 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 shall 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 shall 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 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 County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$2 million

Each Occurrence: \$2 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 \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall 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**

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 shall 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements

of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation:-

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a ninety (90) days written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall 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

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this 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 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall

constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public

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

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

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any

such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 Intentionally Omitted

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents via email to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 N Eastern Ave,
Los Angeles, CA 90063
Attn: Tatiana Menendez
Tmenendez@isd.lacounty.gov

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

- 8.41.1 Failure of the 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) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90)

calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this

Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations

of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the

meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of

this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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 County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall 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.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The 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/>). The 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. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the 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 the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

- A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.2 Any and all materials, software and tools which are developed or were originally acquired by the Contractor

outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

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

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

9.3.5 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

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

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained,

enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

9.7.4 If the 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, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 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 shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 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 shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

CONTRACTOR: Fujitec America, Inc.

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

JASON CARNEVALE
Deputy County Counsel

**CONTRACT FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES AT LAC+USC MEDICAL CENTER**

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STATEMENT OF WORK

EXHIBIT A

ELEVATOR MAINTENANCE AND REPAIR SERVICES

STATEMENT OF WORK

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ATTACHMENTS

- Attachment 1** Fujitec Elevators at LAC+USC Medical Center
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STATEMENT OF WORK

1.0 SCOPE OF WORK

Contractor shall provide elevator maintenance and repair services at the LAC+USC Medical Center. Maintenance and repair services shall be limited to all Fujitec elevators located at LAC+USC Medical Center identified in Attachment 1, List of Fujitec Elevators at LAC+USC Medical Center. Preventive maintenance shall be performed according to the frequency and equipment specified by the respective equipment manufacturer.

All work required under this Statement of Work (SOW) will be performed at:

LAC+USC Medical Center
1200 North State St
Los Angeles, CA 90033

2.0 QUALITY ASSURANCE PLAN

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

2.1 Meetings

Contractor is required to attend all meetings as scheduled by the County Project Manager.

2.2 Contract Discrepancy Report

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

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

2.3 County Observations

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

3.0 QUALITY CONTROL

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met.

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

4.1 RESPONSIBILITIES

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

COUNTY

4.2 Personnel

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

- 4.2.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 4.2.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.2.3 Preparing Amendments in accordance with the Contract, Sub- paragraph 8.1 - Amendments.

4.3 Additional responsibilities

- 4.3.1 Retain exclusive ownership, possession and control of the equipment, including the day-to-day use, operation and management of the equipment.
- 4.3.2 Be responsible for instructing and warning passengers in the proper use of the equipment and for taking the equipment out of service when it becomes unsafe, operates in a manner that might cause injury to a user or fails to function normally.
- 4.3.3 Promptly report to Contractor any and all accidents, incidents and/or conditions that arise while maintaining necessary and proper control of the equipment.
- 4.3.4 Keep the elevator pits and machine room free and clear of water and not permit them to be used for storage.
- 4.3.5 Not permit any third party to adjust, repair, service or replace any of the equipment.
- 4.3.6 Sustain the nominal rated voltage and/or frequency of the electrical service to the equipment.
- 4.3.7 Provide Contractor with full and free access to the equipment for the purpose of providing maintenance and/or conducting evaluations in accordance with the Contract.
- 4.3.8 Provide Contractor with all necessary utility connections in order to service the equipment.
- 4.3.9 Provide Contractor with a complete set of as-built wiring diagrams if necessary to the performance of the work. If required by Contractor, County shall provide diagnostic devices and related documentation

required to troubleshoot, service and adjust the equipment.

Contractor

4.4 Project Manager

- 4.4.1 Contractor shall provide a 24/7 answering service with on duty Project Manager to make decisions right away at county request.
- 4.4.2 Project Manager shall act as a central point of contact with the County.
- 4.4.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

4.5 Personnel

- 4.5.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 4.5.2 Contractor shall ensure their employees undergo and pass a background investigation as set forth in Contract, Sub-paragraph 7. - Background and Security Investigations.

4.6 Uniforms/Identification Badges

- 4.6.1 Contractor employees shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 4.6.2 Contractor shall ensure their employees have a County Identification (ID) badge in their person, visible at all times, as set forth in Contract, Sub-paragraph 7.3 – Approval of Contractor's Staff.

4.7 Materials and Equipment

Contractor shall furnish all necessary supplies, materials, labor, tools and equipment necessary to provide preventive maintenance, adjustments, and replacement and repair services for the equipment identified in Attachment 1, List of Fujitec Elevators at LAC+USC Medical Center.

Contractor to provide County 90 days' notice, if possible, for any obsolete items from our factory. (Current items that are obsolete are all CP27C CPU components. Replacement cost is \$5k for each Geared/gearless elevator x 27 units = \$135,000 Budget for 2021 for this work. Downtime if CPU goes bad is 2 months for replacement software.)

4.8 Training

- 4.8.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 4.8.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety.

All employees must wear safety and protective gear pursuant to Occupations Safety and Health Administration standards.

4.9 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints pertaining to the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within four (4) hours of receipt of the call.**

4.10 Regulatory Permits/Certificates/Fees

Contractor shall be responsible for acquisition and payment, at their own expense, of all licenses, permits, and/or regulatory certifications necessary to provide services pursuant to this Contract.

5.0 HOURS/DAY OF WORK

Preventive Maintenance shall be performed eight (8) hours per day on Monday through Friday (excluding County Holidays) starting at 6am – 3:00pm with a 1-hour lunch. On one (1) Wednesday per month, as determined by project manager, the start time shall be at 4:00 AM to 12:00 PM. All other services shall be performed as the need arises and as required by the County.

6.0 UNSCHEDULED WORK

- 6.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence.
- 6.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost before work is continued. In any case, no unscheduled work shall commence without written authorization. County shall not be liable or responsible for any payment prior to such written approval.
- 6.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within seventy-two (72) hours for approval.
- 6.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 6.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Extent of Coverage

Contractor duties under this Contract include, but are not limited to, adjust, lubricate and repair or replace the items listed below when deemed necessary by the equipment manufacturer or industry standards, as determined by Contractor. Payment for these services is included in the monthly Preventive Maintenance billing rate identified in Contract Exhibit B, Pricing Sheet.

- 7.1.1 Machines: The gears, worm shafts, sprockets, chains, bearings, bushings, oil seals, sheaves, brake coils, brake linings, spring pins, switches and switch components, motor windings, rotors, armatures, brushes, brush holders, wiring, isolation components, encoders, transducers and ventilating equipment mounted on the machine.
- 7.1.2 Power Converters: The motor generator set windings, coils, armatures, bearings, oil seals, brushes, brush holders, wiring, isolation components, static converters, thyristors, transistors, diodes, transformers, reactors, resistors, chokes, relays, coils, fuses, printed circuit boards, ventilating fans and VVVF Drive components.
- 7.1.3 Control Panels: The relays, starters, contacts, coils, conductors, switches fuses, transformers, reactors resistors, chokes, printed circuit boards, ventilating fans, air filters, wiring, indicating lamps and isolation components.
- 7.1.4 Position Control Devices: The encoders, transducers, inductors, tape drives, plates, switches, contacts, gears, chains, bearings, shafts, cams, sheaves, conductors, relays, coils, fuses, transformers, resistors, printed circuit boards and indicating lamps.
- 7.1.5 Governors: The sheaves, bearings, bushings, seals, switches, contacts, jaws, wire ropes, rope fastenings and solid state components.
- 7.1.6 Car and Counterweight Equipment: The safeties, guide shoes, roller guides, switches, load weighing equipment, car door operators, drive belts, drive chains, contacts, solid state components, door protective devices, car door hangers, relating cables, door gibs, wiring, fixture buttons and button contact assemblies, buzzers, chimes, indicator lamps, interior lighting, emergency light units and phones or other in- car communication devices.
- 7.1.7 Hoistway Equipment: The sheaves, governor tension assemblies, guide rails, switches, compensating sheave assemblies, compensating chains or cables, wire ropes, traveling cables, wiring, door interlocks, relating cables, door hangers, door gibs, door closers and landing door operators.
- 7.1.8 Landing Equipment: The hall fixture buttons and button contact assemblies, chimes, gongs, indicator lamps, alarms and annunciators.

7.1.9 Lobby Panels and Fire Control Panels: The fixture buttons and button contact assemblies, switches, indicator lamps, alarms, and annunciators.

7.1.10 Hydraulic Components: The cylinder and piston packing, valves, pumping units, drive belts, tank heaters, low oil alarm units, strainers, mufflers and exposed piping in the machine room or hoistway.

7.2 Replacements Parts

Replacement Parts may be new or refurbished original equipment or equivalent, as selected by Contractor.

7.3 Equipment Cleaning (included in the monthly Preventive Maintenance billing rate identified in Contract Exhibit B - Pricing Sheet.)

7.3.1 Hoistways: To be performed annually

7.3.2 Pits, Machine Rooms and Car Tops: To be performed quarterly

7.4 Inspection and Testing

Contractor shall inspect and test each elevator in accordance with the requirements of the equipment's city codes; the "American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, A17.1", latest edition; established manufacturers' methods; procedures and recognized industry; Governmental standards or any other recognized industry or Governmental standards or any other accepted rules, regulations or standards. Contractor will then certify that the elevators meet those standards and comply with all applicable regulations. For elevators, such tests and inspections are those required by the County of Los Angeles and State of California or the aforementioned code to be performed annually or more often. Inspection and Testing are included in the monthly Preventive Maintenance billing rate identified in Contract Exhibit B, Pricing Sheet.

7.5 Excluded from Coverage

The following components and services are hereby expressly excluded from coverage under this Contract and are not the responsibility of the Contractor:

7.5.1 Car enclosure, including all finish materials, ceilings, handrails, decorative panels, car fans, telephone line, air conditioning, flooring, subflooring, returns, gates, doors, and sills.

7.5.2 Entrance enclosures, including all finish materials, hoistway doors, door astragals, jambs and sills.

7.5.3 Cover plates and attachments for signal and operating fixtures and key switches.

7.5.4 Car light fixtures and decorative lighting such as interior cab lighting, and relamping of those specific fixtures.

7.5.5 Power or main line switches, shunt-trip breakers, fuses, feeders and controllers.

- 7.5.6 All piping and connections unless exposed in the machine room or hoistway.
- 7.5.7 Security, access or monitoring equipment, fire and/or life safety systems, such as telephone equipment and conduit for fire phone system not related to the emergency phone.
- 7.5.8 Seismic devices, smoke sensors, fire sprinklers, emergency power systems, and emergency lighting fixtures.
- 7.5.9 Special cleaning of hoistways and related equipment to remove excessive debris as a result of work by other contractors or sub-contractors.

7.6 Additional Logs & Reports

- 7.6.1 Contractor shall establish and maintain a Maintenance Log in the machine room of each elevator. The Maintenance Log shall include the date of service, technician's name, and a description of the work performed.
- 7.6.2 Contractor shall establish and maintain a Firefighter's Recall System Log book and a Hydraulic Fluid Level Logbook in the machine room of each elevator. The logbook shall include: date of test, deficiencies found, corrections made and employee signature.
- 7.6.3 Preventative Maintenance service shall be billed monthly at the rate identified in Exhibit B, Pricing Sheets. Contractor shall submit a written report of equipment services and tasks performed monthly to County's Project Manager by the 15th calendar day of every month.

7.7 Test Certification

Contractor shall provide written certification of tests and inspections required by state and local code as performed by the Contractor pursuant to SOW, Sub-section 7.4. Certifications shall be submitted to the County's Project Manager and shall include a written report showing the results of inspections and tests and Contractor's recommendations. Tests and inspections required by code are included in the monthly Preventive Maintenance billing rate identified in Contract Exhibit B, Pricing Sheet.

7.8 Emergency Response

Contractor shall provide emergency response to entrapments within one (1) hour from receiving notification. Service calls for entrapments or emergency minor adjustments after business hours, weekends or holidays shall be billed at Contractor's rates identified in Contract Exhibit B, Pricing Sheet.

County Holidays are as follows:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Cesar Chavez (March 31)

EXHIBIT A

- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11 or closest business day)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25)

8.0 PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in Attachment 2 - Performance Requirements Summary (PRS) Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- 8.1 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 8.2 Reduce payment to Contractor by the amount identified as the assessment fee in the PRS.
- 8.3 Failure of the Contractor to comply within 10 days timeline for repair or satisfy the request(s) for improvement of performance or to perform the neglected work specified shall constitute authorization for the County to have the services performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services, as determined by the County, shall be credited to the County on Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten days written notice with or without cause, as provided for in the Contract, Sub-paragraph 8.42, Termination for Convenience.

FUJITEC ELEVATORS AT LAC+USC MEDICAL CENTER

#	STATE #	BUILDING	UNIT	TYPE	USE	CAPACITY (LBS)	SPEED (FPM)	STOPS
1	147767	Inpatient Building	SE11	GEARED	SERVICE	3,600	350	9
2	147768	Inpatient Building	SE12	GEARED	SERVICE	3,600	350	9
3	147665	Diagnostic & Treatment Building	SE15	GEARED	SERVICE	8,000	350	7
4	147667	Diagnostic & Treatment Building	SE17	GEARED	SERVICE	3,500	350	5
5	147668	Diagnostic & Treatment Building	SE18	GEARED	SERVICE	3,500	350	5
6	144349	Outpatient Building	PE21	GEARED	PASSENGER	3,500	350	7
7	144350	Outpatient Building	PE22	GEARED	PASSENGER	3,500	350	7
8	144396	Outpatient Building	PE23	GEARED	PASSENGER	3,500	350	7
9	144397	Outpatient Building	SE24	GEARED	SERVICE	4,500	350	7
10	144398	Outpatient Building	SE25	GEARED	SERVICE	4,500	350	7
11	147758	Inpatient Building	D1	HYDRAULIC	SERVICE	4,500	150	2
12	147656	Inpatient Building	SE7	GEARLESS	SERVICE	6,500	500	8
13	147657	Inpatient Building	SE8	GEARLESS	SERVICE	6,500	500	8
14	147759	Inpatient Building	SE9	GEARLESS	SERVICE	6,500	500	8
15	147760	Inpatient Building	SE10	GEARLESS	SERVICE	6,500	500	8
16	147661	Diagnostic & Treatment Building	SE13	GEARED	SERVICE	4,500	350	5
17	147662	Diagnostic & Treatment Building	SE14	GEARED	SERVICE	4,500	350	5
18	147666	Diagnostic & Treatment Building	SE16	GEARED	SERVICE	8,000	350	7
19	147663	Diagnostic & Treatment Building	SE19	GEARED	SERVICE	3,600	350	5
20	147664	Diagnostic & Treatment Building	SE20	GEARED	SERVICE	3,600	350	5
21	147761	Inpatient Building	PE1	GEARLESS	PASSENGER	4,000	500	8
22	147762	Inpatient Building	PE2	GEARLESS	PASSENGER	4,000	500	8
23	147763	Inpatient Building	PE3	GEARLESS	PASSENGER	4,000	500	8
24	147764	Inpatient Building	PE4	GEARLESS	PASSENGER	4,000	500	8
25	147765	Inpatient Building	PE5	GEARLESS	PASSENGER	4,000	500	8
26	147766	Inpatient Building	PE6	GEARLESS	PASSENGER	4,000	500	8
27	144399	Outpatient Building	SE26	GEARED	SERVICE	3,600	350	7
28	144400	Outpatient Building	SE27	GEARED	SERVICE	3,600	350	7
29	147669	Diagnostic & Treatment Building	S1	HYDRAULIC	PASSENGER	4,000	150	2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Contract

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
5.5.4	Invoice and Payments, submission of Invoices.	Monthly Invoices are received and approved by the County by the 15th calendar day of the month following the month of services	Invoices are received in County office by the due date.	\$100 per occurrence
7.3	Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	\$50 per occurrence
7.4	Approval of Contractor's Staff Identification	All employees must wear identification badges at all times.	Inspection & Observation	\$100 per occurrence
7.5.1	Background and Security Investigations	All Contractor's staff must undergo and pass background checks prior to working on County Contract.	Inspection and Observation	\$100 per occurrence
7.5.2 & 7.5.3	Background and Security Investigations	Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities.	Inspection and Observation	\$100 per occurrence
8.24 & 8.25	General Insurance Requirements & Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	\$100 per occurrence; possible termination for default of contract.
8.34	Notices	Contractor to submit notices of changes in personnel to County.	Receipt of document	\$50 per occurrence
8.38	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.1	Inspection of files.	\$100 per occurrence; possible termination for default of contract.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Contract

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
8.40	Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract

Statement of Work

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
2.1	Meetings	Contractor attendance at all meetings as required by the County.	Observation of Attendance	\$50 per occurrence
4.5	Uniforms and Identification Badges	All employees must wear identification badges at all times.	Inspection & Observation	\$100 per occurrence
4.9	Regulatory Permits/Certificates/Fees	Contractor shall obtain all licenses, permits and/or certificates necessary to provide services under this Contract.	Inspection & Observation	\$100 per occurrence
7.3	Equipment Cleaning	Clean Hoistways annually	Inspection & Observation and Review of Records	\$100 per occurrence
7.3	Equipment Cleaning	Clean Pits, Machine Rooms and Car Tops quarterly.	Inspection & Observation and Review of Records	\$100 per occurrence
7.4	Inspection and Testing	Inspect and Test each elevator in accordance with requirement.	Review of Records	\$100 per occurrence
7.6.1	Additional Logs & Reports	Establish and Maintain a Maintenance Log	Review of Records	\$100 per occurrence
7.6.2	Additional Logs & Reports	Establish and Maintain a Firefighters Recall System Log Book/Hydraulic Fluid Level Logbook	Review of Records	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Statement of Work

Specific Performance Reference		Standard of Performance	Monitoring Method	Deductions/Fees to Be Assessed
7.6.3	Additional Logs & Reports	Submit a written report of equipment services and task performed monthly to County's Project Manager by the 15th calendar day of every month.	Report received by Project Manager by the due date	\$20 for each late Day
7.7	Test Certification	Provide a written report and written certification of tests and inspections required by State and local code as performed by the Contractor to the County's Project Manager by the 15th calendar day of every month.	Report and certifications received by project Manager by the due date	\$20 for each late Day
7.8	Emergency Response	Contractor shall provide emergency response to entrapments within one (1) hour from receiving notification.	Service calls for entrapments or emergency minor adjustments after business hours, weekends or holidays shall be billed at Contractor's rates identified in Contract Exhibit B, Pricing Sheet.	\$20 per incident where responders are late.

**PRICING SHEET
ELEVATOR MAINTENANCE AND REPAIR SERVICES
AT LAC+USC MEDICAL CENTER**

Fujitec America, Inc.

Services	Maximum Amount
1. Preventive Maintenance.	\$36,554/ Monthly
2. Hourly rate during normal business hours.	\$385/ Mechanic Hour
3. Hourly rate for emergency responses after business hours (entrapments are covered as part of the agreement).	\$655/ Mechanic Hour
4. Hourly rate for weekends and Contractor holiday call backs (entrapments are covered as part of the agreement).	\$711/ Mechanic Hour
5. Hourly rate for Over-Time from 4 am to 6 am.	\$655.00 per hour *Monthly cost not to exceed \$1,310.00

Intentionally Omitted

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Christie Carr
Title: Division Manager, Contracting
Address: 1100 North Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-Mail Address: CCarr@isd.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Michael Eugene
Title: FOS/OPS General Manager
Address: 1100 North Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-2106
E-Mail Address: MEugene@isd.lacounty.gov

COUNTY WORK ORDER DIRECTOR:

Name: Michael Eugene
Title: FOS/OPS General Manager
Address: 1100 North Eastern Avenue
Los Angeles, CA 90063
Telephone: (323) 267-2106
E-Mail Address: MEugene@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Stephen Saracco II
Title: Elevator Mechanic Supervisor, Facilities Operations/Elevator Section
Address: 9230 E. Imperial Highway
Downey, CA 90242
Telephone: (562) 940-2401
E-Mail Address: ssaraccoii@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

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 shall keep such information confidential.

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

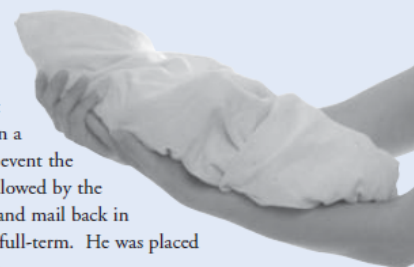
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



[Home](#) / [Open Solicitations](#) / [Detail](#)

Solicitation Detail

Solicitation Number:	10604-S		
Title:	As-needed Elevator and Escalator Maintenance Services		
Department:	Internal Services Department		
Bid Type:	Commodity / Service	Bid Amount:	N/A
Commodity:	ELEVATOR INSTALLATION, MAINTENANCE AND REPAIR		
Description:	The County of Los Angeles, Internal Services Department (ISD) is seeking qualified companies to enter into Master Agreement... More		
Open Day:	7/13/2020	Close Date:	Continuous
Contact Name:	Tatiana Menendez	Contact Phone:	(323) 267-2615
Contact Email:	Tmenendez@lisd.lacounty.gov		
Amendment (3):	Click here to view the solicitation amendments.		
Last Changed On:	10/20/2020 3:41:01 PM		
Attachment File (2):	Click here to download attachment files.		



SELWYN HOLLINS
Acting Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT


1100 North Eastern Avenue
Los Angeles, California 90063

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

June 30, 2020

To: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

From: Selwyn Hollins 
Acting Director

**NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE NEGOTIATIONS
FOR AN ELEVATOR MAINTENANCE AND REPAIR SERVICES CONTRACT AT
LAC+USC MEDICAL CENTER WITH FUJITEC AMERICA, INC.**

This is to advise the Board of the Internal Services Department's (ISD) intent to enter into sole source negotiations for a contract to replace the existing Elevator Maintenance and Repair Services Contract, Contract Number GCS-10603-S, with Fujitec America, Incorporated (Fujitec), for continued elevator maintenance services at the LAC+USC Medical Center.

BACKGROUND

On December 3, 2002, the LAC+USC Replacement Project Management Team, led by the Department of Public Works, entered into a contract with McCarthy/Clark/Hunt, to form a Joint Venture (MCH) to construct the LAC+USC Medical Center. Fujitec was selected as subcontractor to MCH to furnish and install 29 elevators in the new hospital on June 10, 2003.

The elevators were placed into operation at different points (i.e., as they were installed) over an 18-month period, therefore the LAC+USC Replacement Project Management Team negotiated a coterminous warranty extension date of May 31, 2009 for all elevators manufactured and installed by Fujitec.

On February 24, 2009, the Board of Supervisors (Board) awarded the Elevator Maintenance and Repair Services at LAC+USC Medical Center contract to Fujitec for continued elevator maintenance services in support of the LAC+USC Medical Center.

On April 8, 2014, the Board again awarded the Elevator Maintenance and Repair Services at LAC+USC Medical Center contract to Fujitec for continued elevator maintenance services in support of the LAC+USC Medical Center.

The current contract will expire on December 30, 2021.

JUSTIFICATION

Fujitec is the manufacturer of the 29 elevators installed at the LAC+USC Medical Center, and they employ proprietary software and equipment for the maintenance and operations of these elevators. Therefore, a contract with Fujitec is necessary to ensure that essential elevator maintenance services at LAC+USC continue to be available to meet compliance requirements and operate without disruption.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for a new Board approved contract at least six months prior to the contract's expiration date. The subject contract expires on December 30, 2021; therefore, this notice is within the time frames required by such policy.

CONCLUSION

Unless otherwise instructed by your Board, ISD will proceed with negotiations of the new contract with Fujitec. ISD will work closely with both County Counsel and the Chief Executive Office during the contracting process.

If you have any questions or require additional information please contact Christie Carr at (323) 267-3101, via email ccarr@isd.lacounty.gov.

SH:MO:CC:SO:ew

c: Executive Office, Board of Supervisors
 County Counsel
 Chief Executive Officer
 ISD Board Deputies

INTERNAL SERVICES DEPARTMENT
PURCHASING & CONTRACT SERVICES
M E M O R A N D U M

February 5, 2021

To: Linh Mok, Budget Manager
Chief Executive Office

From: Christie Carr, Contracts Division Manager *CC*
Internal Services Department

**JUSTIFICATION TO AWARD SOLE SOURCE CONTRACT FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES AT LAC+USC
MEDICAL CENTER WITH FUJITEC AMERICA, INC.**

This is to provide justification of the Internal Services Department's (ISD) intent to award a Sole Source Contract for Elevator Maintenance and Repair Services at LAC+USC Medical Center (#GCS-10603-S) to Fujitec America, Incorporated (Fujitec). The Sole Source Contract will replace the existing Elevator Maintenance and Repair Services Contract (#I104453) with Fujitec for continued elevator maintenance and repair services at the LAC+USC Medical Center.

BACKGROUND

On December 3, 2002, the LAC+USC Replacement Project Management Team, led by the Department of Public Works (DPW), entered into a contract with McCarthy/Clark/Hunt, A Joint Venture (MCH) to construct the LAC+USC Medical Center. Fujitec was selected as a subcontractor to MCH to furnish and install 29 elevators in the new hospital on June 10, 2003.

The elevators were placed into operation at different points (i.e., as they were installed) over an 18-month period, therefore the project management team negotiated a coterminous warranty extension date of May 31, 2009 for all elevators.

On February 24, 2009, the Board awarded the Elevator Maintenance and Repair Services at LAC+USC Medical Center Contract to Fujitec for continued elevator maintenance services in support of the LAC+USC Medical Center.

On April 8, 2014, the Board of Supervisors (Board) again awarded the Elevator Maintenance and Repair Services at LAC+USC Medical Center Contract to Fujitec for continued elevator maintenance services in support of the LAC+USC Medical Center. The current contract term will expire on June 30, 2021.

On June 30, 2020, ISD gave notice to the Board of its intent to enter into negotiations with Fujitec for a Sole Source Contract as required by Board Policy No. 5.100. On January 27, 2021 negotiations were finalized with Fujitec (Attachment 1).

JUSTIFICATION

Board approval of a sole source contract with Fujitec will ensure the essential elevator maintenance and repair services at the LAC+USC Medical Center continue without disruption. Under the current contract, Fujitec maintains 29 elevators at the LAC+USC Medical Center that utilize its proprietary software and specialized equipment. Fujitec is the original equipment manufacturer for the elevators and the sole provider for the required services. The current contract term with Fujitec expires on June 30, 2021. Authorizing the Director of ISD to execute a contract with Fujitec will ensure that essential elevator services at the LAC+USC Medical Center continue to be available to meet compliance requirements.

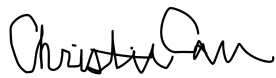
As per Board Policy No. 5.100, the department gave timely notice of this Sole Source Contract at least six months prior to the contract's expiration date. The subject contract's final optional extension expires on December 30, 2021.

CONCLUSION

ISD has worked closely with both County Counsel and Risk Management during the contracting process and requests approval of the Sole Source Checklist (Attachment 2).

If you have any questions, please contact me at (323) 267-3101, via email: ccarr@isd.lacounty.gov

Respectfully submitted,



Christie Carr
ISD Contract Manager

Attachments

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Sheila Williams*_____
Chief Executive Office

2/10/21

Date

Community Business Enterprise Program (CBE) Information

FIRM INFORMATION*		AMTECH ELEVATOR SERVICES	GMS ELEVATOR SERVICES, INC.	SMARTRISE ELEVATOR SERVICE, INC.	SCHINDLER ELEVATOR CORPORATION	TRE ELEVATOR CORPORATION
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION						
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	0	0	0	
	Hispanic/Latino	0	0	0	0	
	Asian or Pacific Islander	0	0	0	0	
	American Indian	0	0	0	0	
	Filipino	0	0	0	0	
	White	0	4	2	0	2
	Female (included above)	0	2	0	0	1
MANAGERS	Black/African American	0	0	0	0	
	Hispanic/Latino	0	2	1	2	
	Asian or Pacific Islander	0	0	0	0	
	American Indian	0	0	0	0	
	Filipino	0	0	0	0	
	White	0	1	2	6	1
	Female (included above)	0	1	3	1	
STAFF	Black/African American	0	0	1	4	4
	Hispanic/Latino	0	9	9	43	23
	Asian or Pacific Islander	0	0	0	3	3
	American Indian	0	0	0	1	
	Filipino	0	0	0	1	2
	White	0	18	17	100	20
	Female (included above)	0	2	3	9	3
Total # of Employees		40000	34	32	160	55
COUNTY CERTIFICATION						
CBE		N/A	N/A	N/A	N/A	N/A
LSBE		N/A	N/A	N/A	N/A	N/A
OTHER CERTIFYING AGENCY		N/A	N/A	N/A	N/A	N/A

*Information as provided by vendors in reponse to the RFSQ, and subsequent requests by ISD.
On final analysis and consideration of award, vendors were selected without regard to race, creed or color.