



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**  
**CHIEF EXECUTIVE OFFICER**  
Fesia A. Davenport

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE: Wednesday, May 3, 2023**  
**TIME: 9:30 a.m.**

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.**  
**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996**  
**ID: 169948309#** [Click here to join the meeting](#)

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

**1. CALL TO ORDER**

**2. GENERAL PUBLIC COMMENT**

**3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

**A.** Board Letter:  
APPROVAL OF CONTRACT WITH FENTON TRANSCRIPTION, LLC, DBA:  
RESOLUTE DOCUMENTATION SERVICES FOR AS-NEEDED TRANSCRIPTION  
SERVICES  
Speaker(s): Joanne Schaeffer, Carlos Santiago and Jenny Carney (Fire)

**B.** Board Letter:  
APPROVAL OF CONTRACTS FOR FACILITIES APPARATUS DOOR REPAIR AND  
APPARATUS DOOR REPLACEMENT SERVICES  
Speaker(s): Mike Tsao, Thomas Brown, Carlos Santiago and Jenny Carney  
(Fire)

Wednesday, May 3, 2023

- C.** Board Letter:  
APPROVAL OF CONTRACT FOR MAINTENANCE AND REPAIR SERVICES FOR  
BREATHING AIR RECHARGING SYSTEMS  
Speaker(s): Mike Tsao, Michael Loput, Aleksander Edwards and Andrea  
Hawkins (Fire)
- D.** Board Letter:  
APPROVAL FOR INCIDENTAL EXPENSES IN EXCESS OF \$10,000 FOR THE  
2023 SUCCESS IS OUR FUTURE ACADEMIC ACHIEVEMENT AWARDS  
CEREMONY  
Speaker(s): Robert Smythe and Felicia Cotton (Probation)
- E.** Board Letter:  
FIVE-YEAR LEASE – SHERIFF’S DEPARTMENT – 901 CORPORATE CENTER  
DRIVE, SUITE 310, MONTEREY PARK  
Speaker(s): Alexandra Nguyen-Rivera (CEO)

**4. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Letter:  
ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE  
UNIFIED PROGRAM ANNUAL PERMIT FEES, COST RECOVERY FEES, AND  
AUTHORIZATION TO APPLY PENALTY FEES, COST FOR NON-COMPLIANCE  
FOR THE FOLLOWING PROGRAMS: HAZARDOUS WASTE  
GENERATOR/TIERED PERMITTING, HAZARDOUS MATERIALS HANDLER,  
ABOVEGROUND PETROLEUM STORAGE TANK, AND CALIFORNIA  
ACCIDENTAL RELEASE PREVENTION PROGRAM PERMITS  
Speaker(s): Nicholas Duvally and Mario Tresieras (Fire)
- B.** Board Letter:  
APPROVAL OF CONTRACT WITH APPLEONE EMPLOYMENT SERVICES TO  
PROVIDE CLERICAL SERVICES AT DESIGNATED PROBATION LOCATIONS  
FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
Speaker(s): Robert Smythe and Richard Giron (Probation)
- C.** Board Briefing:  
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR  
GENERAL (OIG) PROBATION MONTHLY BRIEFING  
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

**5. PUBLIC COMMENTS**

Wednesday, May 3, 2023

**CLOSED SESSION ITEM(S):**

**CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Claudia Ramirez vs. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. 2STCV10949

Department: Sheriff's

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

- A.** Board Letter:  
APPROVAL OF FOOD SERVICES AGREEMENT  
Speaker(s): Ruben Loera and Javier Azteca (Sheriff's)
- B.** Board Letter:  
NINE-YEAR AMENDMENT – SHERIFF'S DEPARTMENT  
1 CUPINA CIRCLE, MONTEREY PARK  
Speaker(s): Alex Nguyen-Rivera (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)



### BOARD OF SUPERVISORS

JANICE HAHN, CHAIR  
FOURTH DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

LINDSEY P. HORVATH  
THIRD DISTRICT

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FIFTH DISTRICT

May 16, 2023

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:

### **APPROVAL OF CONTRACT WITH FENTON TRANSCRIPTION, LLC, DBA: RESOLUTE DOCUMENTATION SERVICES FOR AS-NEEDED TRANSCRIPTION SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a contract with Fenton Transcription, LLC, dba: Resolute Documentation Services, to provide as needed Transcription Services (Transcription Services) to the District's Professional Performance Section (PPS) on an as needed and intermittent basis.

#### **IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Fire Chief, or his designee to sign the attached Contract (Enclosure) between the District and Resolute Documentation Services to provide Transcription Services.

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

2. Authorize the maximum contract sum of \$225,000, including the initial contract term of three years and two one-year extension options. The maximum contract sum is comprised of annual expenditures not to exceed a total of \$45,000 per contract year.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including any extensions as described in recommendation two above and in accordance with the approved contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$45,000 annual budget and with County Counsel approval as to form.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended actions will enable the District to produce accurate investigation reports and punitive action letters in a timely and efficient manner. The transcription services will provide verbatim reproductions of spoken content in text. PPS investigators have been required to spend approximately 50% of their time typing detailed summaries of lengthy interviews, which takes time away from their regular duties. Contracting for transcription services is a more cost-effective method of obtaining accurate records of the interviews and would allow the investigators to focus on their duties of writing the investigation reports and disciplinary letters. In order to write accurate investigation reports, it is essential for PPS to have transcripts of the interviews. Additionally, the turnaround time should be three business days from time of receipt of the audio file for each audio recording.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, and maximizing and leveraging resources.

### **FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The maximum Contract expenditures for these services is \$45,000 per year. Sufficient funding is available in the District's Fiscal Year 2023-24 Recommended Budget. The District will continue to allocate the necessary funds to obtain the required services.

There is no impact to net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District is authorized to contract for these services under the California Health and Safety Code 13861.

The selected vendor complies with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the contract. The attached contract provides that the District has no obligation to pay for expenditures incurred by the selected vendor beyond the contract pricing mechanisms. The selected vendor is not guaranteed a minimum amount of work, as the services are as needed and intermittent. Additionally, the selected vendor will not be asked to perform services that exceed the approved scope of work or contract term.

The CEO's Risk Management Branch reviewed the contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contract has been signed by Resolute Documentation Services and County Counsel. On final analysis and consideration of the award, the vendor was selected without regard to race, color, creed or national origin.

The Living Wage Ordinance provisions do not apply to this contract, as it is not a Proposition A contract, as the services are procured on an as-needed and intermittent basis.

## **ENVIRONMENTAL DOCUMENTATION**

The services provided will not have a significant effect on the environment; and therefore, these services are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

## **CONTRACTING PROCESS**

On November 4, 2022, the District issued a Request for Proposals (RFP) solicitation for transcription services. In addition to posting the announcement on the County's WebVen portal and the District's contracting opportunities webpage, the District advertised the solicitation in the Los Angeles Times.

On December 19, 2022, the District received four proposals. Three vendors were disqualified due to non-responsiveness to the minimum requirements. All three disqualified vendors were offered the opportunity to submit a Request for Disqualification Review (DR). The District received one DR request. After review, it was determined that the vendor did not provide factual support to show that the District's disqualification was erroneous. One qualified proposal was received from Resolute Documentation Services, a local small business enterprise vendor, and was forwarded to an evaluation committee for review and scoring. The evaluation committee included subject matter experts from the District's PPS. The committee's evaluation was based on criteria specified in the RFP, which included price, qualifications, experience, references, approach and quality control. Upon completion of the evaluation and based on an informed averaging scoring process, it was determined that

Resolute Documentation Services possessed the qualifications, experience and knowledge to provide quality transcription services to the District.

The District has reviewed the Contractor Alert Reporting Database to assess the proposed contractor's past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints against the selected vendor that would prevent Resolute Documentation Services from contracting with the District.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enhance the District's ability to expedite the preparation and completion of investigation reports.

Furthermore, the recommended actions will not result in a reduction of service and there is no change in risk exposure to the County.

**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Marissa Martin, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.Martin@fire.lacounty.gov](mailto:Marissa.Martin@fire.lacounty.gov)

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:jc

Enclosure

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

**ENCLOSURE**

# **CONTRACT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**FENTON TRANSCRIPTION, LLC., DBA:  
RESOLUTE DOCUMENTATION SERVICES**

**FOR**

**AS-NEEDED TRANSCRIPTION SERVICES**

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### STANDARD EXHIBITS

- A Statement of Work and Attachments
- B Pricing Sheet
- C Intentionally Omitted
- D District's Administration
- E Contractor's Administration
- F Covid-19 Vaccination Certification of Compliance
- F1 Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law
- H Information Security and Privacy Requirements

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF**  
**LOS ANGELES COUNTY**  
**AND**  
**FENTON TRANSCRIPTION, LLC., DBA:**  
**RESOLUTE DOCUMENTATION SERVICES**  
**FOR**  
**AS-NEEDED TRANSCRIPTION SERVICES**

This Contract and Exhibits made and entered into this 1<sup>st</sup> day of July 2023 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Fenton Transcription, LLC., dba: Resolute Documentation Services, hereinafter referred to as "Contractor." Contractor is located at 28632 Roadside Dr., Suite 285, Agoura Hills CA 91301.

**RECITALS**

WHEREAS, the District may contract with private businesses for As-Needed Transcription Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Transcription Services; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract for As-Needed Transcription Services; and

WHEREAS, the District is authorized by Health and Safety Code Section 13861 to contract for special services; and

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

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, F1, G and H 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 will 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:**

- Exhibit A - Statement of Work and Attachments
- Exhibit B - Pricing Sheet
- Exhibit C - Intentionally Omitted
- Exhibit D - District's Administration
- Exhibit E - Contractor's Administration
- Exhibit F - Covid-19 Vaccination Certification of Compliance
- Exhibit F1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G - Safely Surrendered Baby Law
- Exhibit H - Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 Contract:** This agreement executed between District 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

- 2.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.4 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.8 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.9 District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 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.

### **3 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor must 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the District.

### **4 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be three (3) years commencing after approval by the County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The District shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years, pursuant to the same terms and conditions. Each such extension option may be

exercised at the sole discretion of the Fire Chief or his designee as authorized by the County's Board of Supervisors.

- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.
- 4.3 The Contractor shall notify the District 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 the District at the address herein provided in Exhibit D - District's Administration.

## **5 MAXIMUM CONTRACT SUM**

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for As-Needed Transcription Services shall not exceed, in aggregate \$45,000 per year. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

- 5.1.2 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

### **5.2 Written Approval for Reimbursement**

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 District's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

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 the District at the address herein provided in Exhibit E, District's Administration.

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

The Contractor shall have no claim against District 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. 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 District 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 District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District 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 Sheet).
- 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 their invoices to the District Project Manager as the services are completed. The invoices shall be submitted timely for payment processing.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Joanne Schaeffer, District Project Manager  
Email: [Joanne.Schaeffer@fire.lacounty.gov](mailto:Joanne.Schaeffer@fire.lacounty.gov)

Andres Aldana, District Project Director  
Email: [Andres.Aldana@fire.lacounty.gov](mailto:Andres.Aldana@fire.lacounty.gov)

for review and approval of all invoices; and

2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Copy of subcontractor or sublet invoice, if applicable.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

#### **5.5.6 District Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District 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 the District. Prompt payment is

defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 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).
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 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 – DISTRICT**

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

### **6.1 District's Project Director**

*The responsibilities of the District's Project Director include:*

- 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
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District 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.

## **6.2 District's Project Manager**

The role of the District's Project Manager 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 District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; 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 District'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 District in any respect whatsoever.

## **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

# **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

7.1 A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the District 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 E (Contractor's Administration). The Contractor shall notify the District 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 the District's Project Manager on a regular basis.

### **7.3 Approval of Contractor's Staff**

District 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 Intentionally Omitted**

### **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District 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, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

- 7.5.2 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District 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 must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures

relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential."

- 7.6.2 Contractor must 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 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

## **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 the Fire Chief or his 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 District 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 the Fire Chief or his designee.

- 8.1.3 The Fire Chief or his designee may at his 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 Fire Chief or his designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.
- 8.2.3 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 District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.2 Complaint Procedures**

8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The District 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 District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval.

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

8.5.2.5 The contractor must preliminarily investigate all complaints and notify the District'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 will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses must be sent to the District'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 must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless 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) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national

origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the District:

- 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

## **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](#).

### **8.8.2 Written Employee Jury Service Policy**

- 8.8.2.1 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 must have and adhere to a written policy that provides that its Employees will 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.
- 8.8.2.2 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must 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 must 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.

8.8.2.4 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, will 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 will in any way participate in the County's approval, or

ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform 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 District 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District will 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

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

#### **8.15 District's Quality Assurance Plan**

The District 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 District 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 District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Intentionally Omitted**

#### **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 must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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 Counterparts and Electronic Signatures and Representations**

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

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this 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 will 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 will be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the District and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 District. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 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 District**

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, 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, must be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to District not less than ten (10) days prior to contractor's policy expiration dates. The District 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 must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.
- 8.24.2.4 Neither the District's failure to obtain, nor the District'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), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

8.24.2.6 Contractor also must promptly report to District any injury or property damage accident or incident, including any injury to a contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also must promptly notify District 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, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide District with, or contractor's insurance policies must contain a provision that District will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to District 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 District, upon which the District may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which District immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance,

and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Must Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, 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 must 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 must include all subcontractors as insureds under contractor's own policies or must provide District with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the District and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will 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 must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 Alternative Risk Financing Programs**

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

#### **8.24.15 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District'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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 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 must cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to District 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 must 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 Cyber (Privacy/Network Security) Liability**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$2 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No

exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Fire Chief, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, 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 District, will be forwarded to the contractor by the Fire Chief, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Fire Chief, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or his/her designee, deems are correctable by the contractor over a certain time span, the Fire Chief, 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 Fire Chief, 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 Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph must not, in any manner, restrict or limit the District'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 must not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **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 will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

### **8.28.2 Contractor certifies to the District each of the following:**

- 8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4 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.
- 8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor will 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 will constitute a material breach of this Contract upon which the District 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 will 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 District will, 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**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 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 will 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 will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 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 must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
  - 8.37.1.1 The contractor must develop all publicity material in a professional manner; and
  - 8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature

articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District will not unreasonably withhold written consent.

- 8.37.2 The contractor may, without the prior written consent of District, 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) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The contractor must 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, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will 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 must 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 will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 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 must 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 will 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 will 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 must 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance written approval of the District**. Any attempt by the contractor to subcontract without the prior consent of the District 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 District'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;
  - 8.40.2.3 **Contractor must provide their proposed subcontractor's Hyper Text Transfer Protocol Secure (HTTPS) website address in their request. The HTTPS website must be the same website that subcontractor will utilize to perform the transcription services. Subcontractor must meet the District's minimum HTTPS**

website security requirements as described in Exhibit A – Statement of Work, Section 10.1.1. Transport Layer Security (TLS) is minimally required with minimum cipher strength of 128-bit; and

8.40.2.4 Other pertinent information and/or certifications requested by the District.

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 District's approval of the contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District'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 District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District 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 District'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 District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

*Consolidated Fire Protection District of Los Angeles County  
Materials Management Division / Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001*

#### **8.41 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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the District 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 District, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will 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 District, the contractor must:
  - 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 would 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 must 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 District may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of District'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 District may authorize in writing) after receipt of written notice from the District specifying such failure.
- 8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The contractor will 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 will 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit 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 District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District 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 will 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 District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

#### **8.45 Termination for Insolvency**

- 8.45.1 The District 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 will 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 District provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 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, must 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 will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the District'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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 District will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 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 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**

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" will 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 will be grounds upon which District may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.54 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 District will 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 will 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, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District 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 will 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 will survive the expiration, or other termination of this Agreement.

## **8.59 Injury and Illness Prevention Program**

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

## **8.60 COVID-19 Vaccinations of County Contractor Personnel**

- 8.60.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.60.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the

requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.60.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Patent, Copyright and Trade Secret Indemnification**

9.1.1 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. District 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.

9.1.2 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:

9.1.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.1.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.1.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.1.3 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.

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

9.2.1 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](#).

9.2.2 The Contractor will 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 will 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 contract to which it would not otherwise have been entitled, will:

9.2.4.1 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;

9.2.4.2 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

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

### 9.3 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to

printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

#### **9.4 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

#### **9.5 Limitation on Corporate Acts**

- 9.5.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.
- 9.5.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:
  - 9.5.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
  - 9.5.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.
  - 9.5.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

## **9.6 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

## **9.7 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

## **9.8 Suspension**

- 9.8.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.8.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.8.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's

Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

- 9.8.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.8.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.9 Transition of Contract Services**

### **9.9.1 Completion of Contract**


Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July 2023.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

Fenton Transcription, LLC., dba:  
By: Resolute Documentation Services  
Contractor

Signed: \_\_\_\_\_  


Printed: Adam Harn

Title: President/CEO

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
  
Senior Deputy County Counsel



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)



### BOARD OF SUPERVISORS

JANICE HAHN, CHAIR  
FOURTH DISTRICT

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THIRD DISTRICT

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FIFTH DISTRICT

May 16, 2023

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:

### **APPROVAL OF CONTRACTS FOR FACILITIES APPARATUS DOOR REPAIR AND APPARATUS DOOR REPLACEMENT SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish service contracts with AllStar Garage Door, Inc., and McKendry Door Sales, Inc., to provide Facilities Apparatus Door Repair and Apparatus Door Replacement Services (Apparatus Door Services) to the District's Construction and Maintenance Division (CMD) on an as needed and intermittent basis.

#### **IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Fire Chief, or his designee to sign the attached Contracts (Enclosure), which have been approved as to form by County Counsel, between the District and AllStar Garage Door, Inc., and McKendry Door Sales, Inc., to provide as-needed Apparatus Door Services.
2. Authorize the combined maximum contract sum of \$4,500,000 including the initial contract term of three years and two one-year extension options. The maximum contract sum is comprised of annual expenditures not to exceed a combined total of \$900,000 per contract year.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including any extensions as described in recommendation two above, respectively, and in accordance with the approved contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$900,000 combined annual budget and with County Counsel approval as to form.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)**

The recommended actions will enable the District's CMD to promptly obtain as-needed apparatus door services to continue the safe operation of over 500 apparatus doors at the District's more than 250 facilities. The apparatus doors are of critical importance and serve as the District's primary gateway in providing fire and life safety services to the public. The District requires service to an average of five to seven apparatus doors weekly. These specialized apparatus door services can range from a simple component replacement to complete door replacement. Approval of the contracts will significantly improve apparatus door repair and replacement timelines and prioritization and will assist in ensuring the District's apparatus doors remain fully functional and in peak operational condition during emergencies.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner. Contracting these apparatus door services is fiscally cost-effective and supports the District's ability to ensure the efficiency of its essential emergency services.

### **FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The maximum combined Contract expenditures for these services is \$900,000 per year. Sufficient funding is available in the District's Fiscal Year 2023-24 Recommended Budget. The District will continue to allocate the necessary funds to obtain the required services.

There is no impact to net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District is authorized to contract these services under California Health and Safety Code 13861.

The selected vendors comply with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agree to maintain compliance with all requirements throughout the term of the contracts. The attached contracts provide that the District has no obligation to pay for expenditures incurred by the selected vendors beyond the contract pricing mechanisms. The selected vendors are not guaranteed a minimum amount of work, as the services are as needed and intermittent. Additionally, the selected vendors will not be asked to perform services that exceed the approved scope of work or contract term.

The CEO's Risk Management Branch reviewed the contracts prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contracts have been signed by AllStar Garage Door, Inc., McKendry Door Sales, Inc., and County Counsel. On final analysis and consideration of the award, the vendors were selected without regard to race, color, creed, or national origin.

The Living Wage Ordinance provisions do not apply to these contracts, as they are not Proposition A contracts as the services are procured on an as-needed and intermittent basis.

## **ENVIRONMENTAL DOCUMENTATION**

The services provided will not have a significant effect on the environment; and therefore, these services are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

## **CONTRACTING PROCESS**

On November 2, 2022, the District issued a Request for Proposals (RFP) solicitation seeking highly qualified vendors to provide apparatus door services. In addition to posting the announcement on the County's WebVen portal, the District advertised the solicitation in the Los Angeles Times. On December 16, 2022, the District received a proposal from AllStar Garage Door, Inc., and McKendry Door Sales, Inc., a certified Local Small Business Enterprise vendor. The proposals were forwarded to an evaluation committee for review and scoring. The evaluation committee was comprised of subject matter experts from the District's CMD. The committee's evaluation was based on criteria specified in the RFP, which included price, qualifications, experience, references, approach, and quality control.

Upon completion of the evaluation and based on an informed averaging scoring process, it was determined that both vendors possessed the qualifications, experience and knowledge to provide quality apparatus door services to the District.

The District has reviewed the Contractor Alert Reporting Database to assess both vendors' past performances, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints against the selected vendors that would prevent them from contracting with the District.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enhance the District's ability to protect public health by ensuring the apparatus doors are continuously maintained and in optimum operational condition during emergencies.

Furthermore, the recommended actions will not result in a reduction of service and there is no change in risk exposure to the County.

**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Marissa Martin, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.Martin@fire.lacounty.gov](mailto:Marissa.Martin@fire.lacounty.gov)

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:jc

Enclosure

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

# **CONTRACT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**ALLSTAR GARAGE DOOR, INC.**

**FOR**

**FACILITIES APPARATUS DOOR REPAIR  
AND APPARATUS DOOR REPLACEMENT SERVICES**

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### **STANDARD EXHIBITS**

- A Statement of Work and Attachments
- B Pricing Sheet
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- F Covid-19 Vaccination Certification of Compliance
- F1 Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF**  
**LOS ANGELES COUNTY**  
**AND**  
**ALLSTAR GARAGE DOOR, INC.**  
**FOR**  
**FACILITIES APPARATUS DOOR REPAIR AND APPARTUS DOOR**  
**REPLACEMENT SERVICES**

This Contract and Exhibits made and entered into this 1st day of July, 2023 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and AllStar Garage Door, Inc., hereinafter referred to as "Contractor." Contractor is located at 4550 Littlejohn Avenue, Baldwin Park, California 91706.

**RECITALS**

WHEREAS, the District may contract with private businesses for Facilities Apparatus Door Repair and Apparatus Door Replacement Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Facilities Apparatus Door Repair and Apparatus Door Replacement Services; and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost effective to contract Facilities Apparatus Door Repair and Apparatus Door Replacement services; and

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

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, F1, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will 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:**

- Exhibit A - Statement of Work and Attachments
- Exhibit B - Pricing Sheet
- Exhibit C - Intentionally Omitted
- Exhibit D - District's Administration
- Exhibit E - Contractor's Administration
- Exhibit F - Covid-19 Vaccination Certification of Compliance
- Exhibit F1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G - Safely Surrendered Baby Law

## 2 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 Contract:** This agreement executed between District 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
- 2.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.

- 2.4 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.8 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.9 District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 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.
- 2.12 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.13 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.

### **3 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor must 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the District.

### **4 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be three (3) years commencing after approval by the County's Board of Supervisors, and execution by the Fire Chief or his

designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The District shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years, pursuant to the same terms and conditions. Each such extension option may be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County's Board of Supervisors.

- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.
- 4.3 The Contractor shall notify the District 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 the District at the address herein provided in Exhibit D - District's Administration.

## **5 MAXIMUM CONTRACT SUM**

- 5.1 The combined total amount the District shall expend from its own funds for Facilities Apparatus Door Repair and Apparatus Door Replacement Services during the entire term of all Contracts executed for these services shall not exceed \$900,000 per year, in aggregate. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

- 5.1.2 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the

Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

## **5.2 Written Approval for Reimbursement**

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 District's express prior written approval.

## **5.3 Intentionally Omitted**

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

The Contractor shall have no claim against District 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. 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 District 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 District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District 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 Sheet).
- 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 District by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Alan Murphy, District Project Manager  
Email: [Alan.Murphy@fire.lacounty.gov](mailto:Alan.Murphy@fire.lacounty.gov)

Thomas Brown, District Project Director  
Email: [Thomas.Brown@fire.lacounty.gov](mailto:Thomas.Brown@fire.lacounty.gov)

for review and approval of all invoices; and

2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- Work Authorization Number
- Change order notice information (if applicable)
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Parts, Materials, Rental Equipment, Freight/Shipping, and/or Disposal Fees, shall be listed as separate line items on the invoice, as applicable.
- Receipts and/or dump tickets shall be attached to each invoice for Equipment Rental, Freight/Shipping, and/or Disposal fees, as applicable.
- Copy of subcontractor or sublet invoice, if applicable.

- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

#### **5.5.6 District Approval of Invoices**

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

### **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 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).
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 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.

### **5.7 Travel**

All travel related costs, including but not limited to portal-to-portal costs, are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

## **6 ADMINISTRATION OF CONTRACT – DISTRICT**

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

### **6.1 District's Project Director**

*The responsibilities of the District's Project Director include:*

- 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
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District 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.

### **6.2 District's Project Manager**

The role of the District's Project Manager 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 District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; 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 District'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 District in any respect whatsoever.

### **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and

- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

7.1 A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the District 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 E (Contractor's Administration). The Contractor shall notify the District 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 the District's Project Manager on a regular basis.

### **7.3 Approval of Contractor's Staff**

District 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**

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

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District 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, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

- 7.5.2 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District 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 must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must 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 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

## **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 the Fire Chief or his 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 District 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 the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee may at his 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 Fire Chief or his designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written Amendment to the

Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.

- 8.2.3 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 District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the

contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2.2 The District 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 District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the District for approval before implementation.
- 8.5.2.5 The contractor must preliminarily investigate all complaints and notify the District'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 will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses must be sent to the District'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 must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless 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) will be conducted by contractor and performed by counsel selected by contractor and approved by County.

Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

- 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

## **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](#).

### **8.8.2 Written Employee Jury Service Policy**

- 8.8.2.1 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 must have and adhere to a written policy that provides that its Employees will 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.

8.8.2.2 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must 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 must 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.

- 8.8.2.4 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, will 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

## **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the

contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto: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 must be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform 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 District 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District will 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

#### **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 will during the term of this

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

#### **8.15 District's Quality Assurance Plan**

The District 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 District 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 District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to District Facilities, Buildings or Grounds**

- 8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must 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, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must 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 must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such

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

- 8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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 Counterparts and Electronic Signatures and Representations**

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

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

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

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this 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 will 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 will be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

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

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

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

### **8.24.1 Evidence of Coverage and Notice to District**

- 8.24.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, 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, must be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- 8.24.1.2 Renewal Certificates must be provided to District not less than ten (10) days prior to contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.1.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing

coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.

8.24.1.4 Neither the District's failure to obtain, nor the District'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), will be construed as a waiver of any of the Required Insurance provisions.

8.24.1.5 Certificates and copies of any required endorsements must be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

8.24.1.6 Contractor also must promptly report to District any injury or property damage accident or incident, including any injury to a contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also must promptly notify District 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.

## **8.24.2 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) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor must provide District with, or contractor's insurance policies must contain a provision that District will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to District 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 District, upon which the District may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

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

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Must Be Primary**

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

#### **8.24.7 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 Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under contractor's own policies or must provide District with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the District and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 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.

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**

The District reserves the right to review, and then approve, Contractor

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

#### **8.24.14 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District'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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 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 must cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Fire Chief, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, 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 District, will be forwarded to the contractor by the Fire Chief, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Fire Chief, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or his/her designee, deems are correctable by the contractor over a certain time span, the Fire Chief, 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 Fire Chief, 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 Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days' notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the District'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 must not, in any manner,

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

## **8.27 Most Favored Public Entity**

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

## **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 will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

### **8.28.2 Contractor certifies to the District each of the following:**

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 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.

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

8.28.4 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The contractor will 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 will constitute a material breach of this Contract upon which the District 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 will 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 District will, 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**

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

## **8.30 Notice of Delays**

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

the other party.

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

## **8.36 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 will 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 will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2** 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 must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1** The contractor must develop all publicity material in a professional manner; and
  - 8.37.1.2** During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District will not unreasonably withhold written consent.
- 8.37.2** The contractor may, without the prior written consent of District, 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) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The contractor must 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, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will 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 must 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 will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2** 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 must 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 will 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 will 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 must 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

**8.40.1** The requirements of this Contract may not be subcontracted by the contractor **without the advance written approval of the District**. Any attempt by the contractor to subcontract without the prior consent of the District 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 District'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 District.

**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 District's approval of the contractor's proposed subcontract.

**8.40.5** The District's consent to subcontract shall not waive the District'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 District right.

- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District 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 District'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 District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

*Consolidated Fire Protection District of Los Angeles County  
Materials Management Division / Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001*

#### **8.41 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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the District 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 District, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will 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 District, the contractor must:

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 would 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 must 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 District may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of District'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 District may authorize in writing) after receipt of written notice from the District specifying such failure.

**8.43.2** In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The contractor will 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 will 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit 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 District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District 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 will 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 District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

**8.44.1** The District may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract, or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will 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 must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

**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 District 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 will 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 District provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.46 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, must 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 will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

## **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the District'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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 District will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 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 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**

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” will 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 will be grounds upon which District may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.54 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 District will 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 will 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, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District 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 will 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 will survive the expiration, or other termination of this Agreement.

#### **8.59 Injury and Illness Prevention Program**

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

#### **8.60 COVID-19 Vaccinations of County Contractor Personnel**

**8.60.1** At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

**8.60.2** Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and

Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

**8.60.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

**8.60.4** Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **8.61 Prevailing Wages**

### **8.61.1 Prevailing Wage**

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Current and future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

### **8.61.2 Work Records**

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The

record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

### **8.61.3 Posting of Prevailing Wage Rates**

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at: [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html)."*

#### **8.61.4 Certified Payroll Records**

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

#### **8.61.5 Subcontractor**

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

### **8.62 Labor Law Compliance**

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the District for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

## **9.2 Limitation on Corporate Acts**

- 9.2.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.
- 9.2.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:
- 9.2.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
  - 9.2.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.
  - 9.2.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

## **9.3 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

## **9.4 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

## **9.5 Suspension**

- 9.5.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.5.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.5.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.5.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.5.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.6 Transition of Contract Services**

### **9.6.1 Completion of Contract**

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2023.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Interim Fire Chief

By Allstar Garage Door Inc.  
Contractor

Signed: R. Selinas

Printed: Ryan Selinas

Title: President

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By [Signature]  
Senior Deputy County Counsel

# **CONTRACT**



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**MCKENDRY DOOR SALES, INC.**

**FOR**

**FACILITIES APPARATUS DOOR REPAIR  
AND APPARATUS DOOR REPLACEMENT SERVICES**

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### **STANDARD EXHIBITS**

- A Statement of Work and Attachments
- B Pricing Sheet
- C Intentionally Omitted
- D District's Administration
- E Contractor's Administration
- F Covid-19 Vaccination Certification of Compliance
- F1 Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF**  
**LOS ANGELES COUNTY**  
**AND**  
**MCKENDRY DOOR SALES, INC.**  
**FOR**  
**FACILITIES APPARATUS DOOR REPAIR AND APPARTUS DOOR**  
**REPLACEMENT SERVICES**

This Contract and Exhibits made and entered into this 1st day of July, 2023 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and McKendry Door Sales, Inc., hereinafter referred to as "Contractor." Contractor is located at 12930 Sunnyside Place, Santa Fe Springs, California 90670.

**RECITALS**

WHEREAS, the District may contract with private businesses for Facilities Apparatus Door Repair and Apparatus Door Replacement Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Facilities Apparatus Door Repair and Apparatus Door Replacement Services; and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost effective to contract Facilities Apparatus Door Repair and Apparatus Door Replacement services; and

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

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, F1, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will 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:**

- Exhibit A - Statement of Work and Attachments
- Exhibit B - Pricing Sheet
- Exhibit C - Intentionally Omitted
- Exhibit D - District's Administration
- Exhibit E - Contractor's Administration
- Exhibit F - Covid-19 Vaccination Certification of Compliance
- Exhibit F1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G - Safely Surrendered Baby Law

## 2 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 Contract:** This agreement executed between District 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
- 2.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.

- 2.4 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.8 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.9 District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th
- 2.11 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.
- 2.12 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.13 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.

### **3 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor must 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the District.

### **4 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be three (3) years commencing after approval by the County's Board of Supervisors, and execution by the Fire Chief or his

designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The District shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years, pursuant to the same terms and conditions. Each such extension option may be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County's Board of Supervisors.

- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.
- 4.3 The Contractor shall notify the District 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 the District at the address herein provided in Exhibit D - District's Administration.

## **5 MAXIMUM CONTRACT SUM**

- 5.1 The combined total amount the District shall expend from its own funds for Facilities Apparatus Door Repair and Apparatus Door Replacement Services during the entire term of all Contracts executed for these services shall not exceed \$900,000 per year, in aggregate. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

- 5.1.2 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the

Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

## **5.2 Written Approval for Reimbursement**

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 District's express prior written approval.

## **5.3 Intentionally Omitted**

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

The Contractor shall have no claim against District 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. 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 District 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 District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District 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 Sheet).
- 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 District by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Alan Murphy, District Project Manager  
Email: [Alan.Murphy@fire.lacounty.gov](mailto:Alan.Murphy@fire.lacounty.gov)

Thomas Brown, District Project Director  
Email: [Thomas.Brown@fire.lacounty.gov](mailto:Thomas.Brown@fire.lacounty.gov)

for review and approval of all invoices; and

2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- Work Authorization Number
- Change order notice information (if applicable)
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Parts, Materials, Rental Equipment, Freight/Shipping, and/or Disposal Fees, shall be listed as separate line items on the invoice, as applicable.
- Receipts and/or dump tickets shall be attached to each invoice for Equipment Rental, Freight/Shipping, and/or Disposal fees, as applicable.
- Copy of subcontractor or sublet invoice, if applicable.

- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

#### **5.5.6 District Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District 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 the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 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).
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 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.

## **5.7 Travel**

All travel related costs, including but not limited to portal-to-portal costs, are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

# **6 ADMINISTRATION OF CONTRACT – DISTRICT**

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

## **6.1 District's Project Director**

*The responsibilities of the District's Project Director include:*

- 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
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District 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.

## **6.2 District's Project Manager**

The role of the District's Project Manager 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 District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; 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 District'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 District in any respect whatsoever.

## **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **7 ADMINISTRATION OF CONTRACT – CONTRACTOR**

7.1 A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the District 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 E (Contractor's Administration). The Contractor shall notify the District 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 the District's Project Manager on a regular basis.

### **7.3 Approval of Contractor's Staff**

District 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**

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

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District 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, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

- 7.5.2 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District 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 must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must 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 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

## **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 the Fire Chief or his 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 District 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 the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee may at his 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 Fire Chief or his designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted

assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.

- 8.2.3 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 District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

## **8.5.2 Complaint Procedures**

- 8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The District 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 District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the District for approval before implementation.
- 8.5.2.5 The contractor must preliminarily investigate all complaints and notify the District'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 will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses must be sent to the District'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 must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless 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) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

- 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

## **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](#).

## **8.8.2 Written Employee Jury Service Policy**

- 8.8.2.1 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 must have and adhere to a written policy that provides that its Employees will 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.
- 8.8.2.2 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must 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 must 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.

- 8.8.2.4 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, will 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

## **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the contractor require additional or replacement personnel after

the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto: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 must be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform 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 District 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District will 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

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

#### **8.15 District's Quality Assurance Plan**

The District 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 District 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 District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to District Facilities, Buildings or Grounds**

- 8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must 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, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must 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 must obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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 Counterparts and Electronic Signatures and Representations**

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

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other

similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this 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 will 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 will be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

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

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

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

### **8.24.1 Evidence of Coverage and Notice to District**

- 8.24.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, 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, must be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- 8.24.1.2 Renewal Certificates must be provided to District not less than ten (10) days prior to contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

- 8.24.1.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.
- 8.24.1.4 Neither the District's failure to obtain, nor the District'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), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.1.5 Certificates and copies of any required endorsements must be sent to:
- Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001
- 8.24.1.6 Contractor also must promptly report to District any injury or property damage accident or incident, including any injury to a contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to contractor. Contractor also must promptly notify District 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.

## **8.24.2 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) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor must provide District with, or contractor's insurance policies must contain a provision that District will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to District 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 District, upon which the District may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

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

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Must Be Primary**

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

#### **8.24.7 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 Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under contractor's own policies or must provide District with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the District and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 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.

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**

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

#### **8.24.14 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District'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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 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 must cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate

Employer. The written notice must be provided to District 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Fire Chief, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, 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 District, will be forwarded to the contractor by the Fire Chief, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Fire Chief, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or his/her designee, deems are correctable by the contractor over a certain time span, the Fire Chief, 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 Fire Chief, 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 Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days' notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the

District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Paragraph must not, in any manner, restrict or limit the District'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 must not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **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 will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

### **8.28.2 Contractor certifies to the District each of the following:**

- 8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4 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.

- 8.28.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The contractor will 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 will constitute a material breach of this Contract upon which the District 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 will 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 District will, 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**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 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 will 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 will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

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

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any

commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director. The District will not unreasonably withhold written consent.

- 8.37.2** The contractor may, without the prior written consent of District, 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) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The contractor must 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, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will 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 must 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 will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** 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 must 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 will 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 will 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 must 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

- 8.40.1** The requirements of this Contract may not be subcontracted by the contractor **without the advance written approval of the District**. Any attempt by the contractor to subcontract without the prior consent of the District 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 District'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 District.
- 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 District's approval of the contractor's proposed subcontract.
- 8.40.5 The District's consent to subcontract shall not waive the District'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 District right.
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District 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 District'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 District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

*Consolidated Fire Protection District of Los Angeles County  
Materials Management Division / Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001*

#### **8.41 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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the District 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 District, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will 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 District, the contractor must:

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 would 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 must 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 District may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of District'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 District may authorize in writing) after receipt of written notice from the District specifying such failure.

**8.43.2** In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The contractor will 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 will 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit 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 District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District 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 will 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 District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1** The District may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract, or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will 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 must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 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 District 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 will 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 District provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 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, must 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 will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the District'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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 District will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 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 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**

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" will 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 will be grounds upon which District may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.54 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 District will 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 will 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, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material

breach of the Contract. In the event of such material breach, District 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 will 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 will survive the expiration, or other termination of this Agreement.

#### **8.59 Injury and Illness Prevention Program**

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

#### **8.60 COVID-19 Vaccinations of County Contractor Personnel**

**8.60.1** At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers,

and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

**8.60.2** Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

**8.60.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

**8.60.4** Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- 8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- 8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- 8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **8.61 Prevailing Wage**

### **8.61.1 Prevailing Wages**

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Current and future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the

current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

#### **8.61.2 Work Records**

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

#### **8.61.3 Posting of Prevailing Wage Rates**

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of*

*time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at: [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html)."*

#### **8.61.4 Certified Payroll Records**

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

#### **8.61.5 Subcontractor**

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

### **8.62 Labor Law Compliance**

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the District for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Local Small Business Enterprise (LSBE) Preference Program**

- 9.2.1** 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](#).
- 9.2.2** The Contractor will 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 will 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 contract to which it would not otherwise have been entitled, will:
- 9.2.4.1 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;
- 9.2.4.2 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
- 9.2.4.3 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 will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's

operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

#### **9.4 Limitation on Corporate Acts**

9.4.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.

9.4.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.4.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.4.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.4.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

#### **9.5 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

#### **9.6 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full

removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

## **9.7 Suspension**

- 9.7.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.7.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.7.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.7.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.7.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.8 Transition of Contract Services**


### **9.8.1 Completion of Contract**

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2023.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Interim Fire Chief

By McKendry Door Sales, Inc  
Contractor  
Signed:   
Printed: Steve McKendry  
Title: President

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By   
Senior Deputy County Counsel



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)



### BOARD OF SUPERVISORS

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THIRD DISTRICT

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FIFTH DISTRICT

May 16, 2023

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

Dear Supervisors:

### APPROVAL OF CONTRACT FOR MAINTENANCE AND REPAIR SERVICES FOR BREATHING AIR RECHARGING SYSTEMS (ALL DISTRICTS) (3 VOTES)

#### SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a Contract with Compressed Air Specialties, Inc., to provide maintenance and repair services for the District's Breathing Air Recharging Systems on an as needed and intermittent basis.

#### **IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Fire Chief, or his designee, to sign the Contract (Enclosure) between the District and Compressed Air Specialties, Inc. (Contractor), to provide maintenance and repair services for Breathing Air Recharging Systems (BARS).
2. Authorize the maximum contract sum of \$1,092,000, including an initial contract term of three years, with two one-year, and twelve month-to-month extension options. The maximum contract sum is comprised of annual expenditures not to exceed a total of \$182,000 per contract year. The Contract shall commence on July 1, 2023, or upon Board approval, whichever date is later.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extension options as described in recommendation two above, and in accordance with the approved Contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$182,000 annual budget and with County Counsel approval as to form.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended actions will enable the District to continue to obtain maintenance and repair services for its BARS, without disruption in service. The Occupational Safety & Health Act (OSHA) of 1970 requires air compressor systems to be tested for air purity every 12 months or after 100 hours of use, whichever comes first.

Services provided by the Contractor are required to maintain the safe operation of the BARS. These services include but are not limited to the repair and replacement of parts used by the Original Equipment Manufacturer (OEM), air quality analysis to ensure safe breathing air for fire and emergency services personnel, certified lab results of the air quality analysis, and retesting of failed air test.

Bauer manufactures the majority of the District's BARS. As the OEM, Bauer only allows authorized service centers to repair and maintain Bauer compressors; therefore, these services cannot be performed by District or County personnel. The Contractor is an authorized Bauer service and support center currently performing these services under Contract No. 78684, approved by your Board in 2017.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing the use of County assets, and ensuring resources are expended in a responsible, efficient, and strategic manner. The selected Contractor has the specialized experience to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

### **FISCAL IMPACT/FINANCING**

The maximum Contract expenditures for these services is \$182,000 per year. Sufficient funding will be included in the District's Fiscal Year 2023-24 Adopted Budget. The District will continue to allocate the necessary funds throughout the duration of the Contract. The Contract does not include an allowance for Cost-of-Living Adjustments.

There is no impact to net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District is authorized to contract for these services under the California Health and Safety Code Section 13861 and Government Code §31000. The Contractor complies with all OEM part specifications and with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the Contract. The attached Contract provides that the District has no obligation to pay for expenditures incurred by the Contractor beyond the pricing mechanism. Further, the Contractor will not be asked to perform services that exceed the approved scope of work or term.

The CEO's Risk Management Section reviewed the Contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The Contract has been approved as to form by County Counsel and signed by the Contractor. On final analysis and consideration of the award, the Contractor was selected based on the qualifications and bid amount without regard to race, color, creed, or national origin.

## **ENVIRONMENTAL DOCUMENTATION**

The services provided through the proposed Contract will not have a significant effect on the environment; and therefore, is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

## **CONTRACTING PROCESS**

On November 29, 2022, the District released an Invitation for Bids (IFB) to solicit maintenance and repair services for Breathing Air Recharging Systems. The District posted the announcement on the County's WebVen portal, the District's contracting webpage, and placed an advertisement in the Los Angeles Times newspaper.

On January 4, 2023, the bid submission deadline, the District received a bid from Compressed Air Specialties, Inc. The IFB evaluation was initiated and consisted of two elements: 1) meeting all the minimum requirements while providing the necessary documentation, and 2) providing the lowest cost, responsive, and responsible bid.

The District has reviewed the Contractor Alert Reporting Database to assess the selected Contractor's past performance, negative experiences, and complaints with other agencies. There are currently no adverse findings or complaints that would prevent the District from contracting with the Contractor. The Contractor was evaluated and deemed capable of performing the services requested based on their qualifications and experience, as stated in their bid submission.

## **IMPACT ON CURRENT SERVICES**

Award of this Contract will not result in the displacement of any County employees as these services are currently obtained from this Contractor. The Contract will not result in a reduction of service, and there is no change in risk exposure to the County.

**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Marissa Martin, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.Martin@fire.lacounty.gov](mailto:Marissa.Martin@fire.lacounty.gov)

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE  
FIRE CHIEF, FORESTER & FIRE WARDEN

ACM:ah

Enclosure

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

ENCLOSURE



**CONTRACT**

**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**COMPRESSED AIR SPECIALTIES, INC.**

**FOR**

**MAINTENANCE AND REPAIR SERVICES FOR  
BREATHING AIR RECHARGING SYSTEMS**

**CONTRACT PROVISIONS  
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## **STANDARD EXHIBITS**

- A Statement of Work and Attachments
- B Pricing Sheet
- C Intentionally Omitted
- D District's Administration
- E Contractor's Administration
- F Covid-19 Vaccination Certification of Compliance
- F1 Contractor Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
COMPRESSED AIR SPECIALTIES, INC.  
FOR  
MAINTENANCE AND REPAIR SERVICES FOR  
BREATHING AIR RECHARGING SYSTEMS**

This Contract and Exhibits made and entered into this 1st day of July 2023 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Compressed Air Specialties, Inc., hereinafter referred to as "Contractor." Contractor is located at 1340 S. Simpson Circle, Anaheim, CA 92806.

**RECITALS**

WHEREAS, the District may contract with private businesses for Maintenance and Repair Services for Breathing Air Recharging Systems when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Maintenance and Repair Services for Breathing Air Recharging Systems; and

WHEREAS, the District is authorized to contract with public or private companies, to provide specialized services pursuant to California Health and Safety Code Section 13861 and Government Code 31000; and

WHEREAS, the District has the responsibility to ensure the safety of its employees, and to provide Maintenance and Repair Services for Breathing Air Recharging Systems located at facilities throughout Los Angeles County, named herein; and

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

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, F1, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- Exhibit A - Statement of Work and Attachments
- Exhibit B - Pricing Sheet(s)
- Exhibit C - Intentionally Omitted
- Exhibit D - District's Administration
- Exhibit E - Contractor's Administration
- Exhibit F - Covid-19 Vaccination Certification of Compliance
- Exhibit F1 - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G - Safely Surrendered Baby Law

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

## 2 DEFINITIONS

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

- 2.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 Contract:** This agreement executed between the District 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 including the Statement of Work, Exhibit A.

- 2.3 **Contractor**: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor Project Manager**: The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.6 **District**: The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.7 **District Project Director**: Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.8 **District Project Manager**: Person designated by District's Project Director to manage the operations under this Contract.
- 2.9 **Day(s)**: Calendar day(s) unless otherwise specified.
- 2.10 **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 must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the District.

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.
- 4.3 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit D - District's Administration.

## **5 MAXIMUM CONTRACT SUM**

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for Breathing Air Recharging System Services shall not exceed **\$182,000.00** per Contract year.
- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.
- 5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B - Pricing Sheet, but in any event, not in excess of the Maximum Contract Sum.
- 5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement

beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

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

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

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

The Contractor shall have no claim against District 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. 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 District 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 District under the

terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District 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 Sheet.

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 District as soon as services are completed, in a manner acceptable to the Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Aleksander Edwards, District Project Manager  
Email: [Aleksander.Edwards@fire.lacounty.gov](mailto:Aleksander.Edwards@fire.lacounty.gov)

Michael Loput, District Project Director  
Email: [Michael.Loput@fire.lacounty.gov](mailto:Michael.Loput@fire.lacounty.gov)

for review and approval of all invoices; and

2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- Job location / station number / address
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00

- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable
- Brief description of services
- Signature of authorized District employee.

5.5.5 Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

#### **5.5.6 District Approval of Invoices**

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

### **5.6 Intentionally Omitted**

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or

direct deposit will supersede this requirement with respect to those payments.

- 5.7.4 At any time during the 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 District, will decide whether to approve exemption requests.

## **5.8 Travel**

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

# **6 ADMINISTRATION OF CONTRACT – DISTRICT**

A listing of all District Administration referenced in the following subparagraphs is designated in Exhibit D - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

## **6.1 District's Project Director**

*The responsibilities of the District's Project Director include:*

- 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
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District 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.

## **6.2 District's Project Manager**

The role of the District's Project Manager 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 District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; 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 District'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 District in any respect whatsoever.

### **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **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 E (Contractor's Administration). The Contractor will notify the District 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 E - Contractor's Administration. The Contractor shall notify the District 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 District's Project Manager on a regular basis.

### **7.3 Approval of Contractor's Staff**

District 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**

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

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District 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 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, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District 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 Contract.

#### **7.6 Confidentiality**

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives,

guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor must 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 - Contractor Acknowledgement and Confidentiality Agreement.

## **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 shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

- 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 District 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 the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee or Board of Supervisors), may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.2.3 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 District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the District 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 will also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

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

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

## **8.6 Compliance with Applicable Laws**

- 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 this Paragraph 8.6 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 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**

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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the District:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

## **8.8 Compliance with County's Jury Service Program**

### **8.8.1 Jury Service Program:**

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

### **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 must have and adhere to a written policy that provides that its Employees will 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District'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, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District 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, will 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 will in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the District. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who

are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring Gain-Grow Participants**

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the District 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District will 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 will be presented to the Board of Supervisors. The Board of Supervisors will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, 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:

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

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

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

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

### **8.15 District's Quality Assurance Plan**

The District 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 District 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 District and the contractor. If improvement does not occur consistent with the corrective action measures, the District 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 will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must 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, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must 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 must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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 Counterparts and Electronic Signatures and Representations**

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

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

#### **8.19 Fair Labor Standards**

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

#### **8.20 Force Majeure**

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit

Contractor to meet the required performance schedule. As used in this paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. 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 and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6, Confidentiality.

### **8.23 Indemnification**

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

### **8.24 General Provisions for All Insurance Coverage**

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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

#### **8.24.1 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must 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 Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of

the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding 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), will be construed as a waiver of any of the Required Insurance provisions.

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

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

Contractor also must 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 must 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.

#### **8.24.2 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) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation or Change in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to 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.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of 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.

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any

County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 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 Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 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.

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**

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

#### **8.24.14 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.

### **8.25 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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 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 must cover liability arising out of Contractor’s use of autos pursuant to this Contract, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### **8.25.3 Workers Compensation and Employers' Liability**

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

### **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the 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 District, will be forwarded to the Contractor by the Fire Chief, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his 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 Fire Chief or his 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 Performance Requirements Summary (PRS) Chart, as defined in Statement of Work, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

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

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

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **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 Contractor certifies to the District each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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.

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 District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District 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 District 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 District 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**

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

## **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party 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**

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

### **8.32 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](#).

### **8.33 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 G, Safely Surrendered Baby Law of this Contract. Additional information is available at:

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

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the District 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 Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq. \(Public Records Act\)](#) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 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 bid 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 District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids 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 will apply.

### **8.38 Record Retention and Inspection/Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor Controller Contract Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, 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 District during the term of this Contract and for a period of five (5) years thereafter unless the District'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 District to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the District 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 District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any

such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District 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 District'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 District.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 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 District's approval of the Contractor's proposed subcontract.

- 8.40.5 The District's consent to subcontract shall not waive the District'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 District right.
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District 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 District'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 District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Ave., Suite 100  
Commerce, CA 90040-4001

before any Subcontractor employee may perform any work hereunder.

#### **8.41 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 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 District, 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:
- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 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 District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:
- Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.
- 8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District

may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-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 District 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 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 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 sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 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 District may, by written notice to the Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract, or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will 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 must immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 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**

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 District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District'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 District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District 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 District 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**

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**

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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 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](#).

#### **8.54 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 Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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 Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid in a County solicitation if the Bidder/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/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.59 Injury and Illness Prevention Program**

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

#### **8.60 COVID-19 Vaccinations of County Contractor Personnel**

1. At Contractor's sole cost, Contractor shall comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\)](#) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by County.
4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory

Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G - COVID-19 Vaccination Certification of Compliance is a required part of any agreement with the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Patent, Copyright and Trade Secret Indemnification**

- 9.1.1 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. y 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.
- 9.1.2 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 District'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 District's continued use of the system is not materially impeded, shall either:

- Procure for District 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.

9.1.3 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.

## **9.2 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

## **9.3 Limitation on Corporate Acts**

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

- 9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
- 9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.
- 9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43, Termination for Default.

#### **9.4 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

#### **9.5 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

#### **9.6 Suspension**

- 9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

- 9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.6.4 The District shall review Contractor's Corrective Action Plan and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.7 Transition of Contract Services**

### **9.7.1 Completion of Contract**

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so

that the Services are current at the expiration of this Contract.

#### **9.7.2 Transition Plan**

9.7.2.2 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to the District. Contractor shall submit said Transition Plan to the District's Contract Manager within the timeframe designated by the District in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).

9.7.2.3 The District shall review Contractor's Transition Plan and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with the District when Contractor submits a Transition Plan that is not acceptable to the District. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

#### **9.7.3 Elements of the Transition Plan**

9.7.3.1 Contractor's method to communicate with other organizations that can assist in locating alternative Services.

9.7.3.2 Contractor's plan to assure for the provision of adequate staff to provide continued Services through the remaining term of this Contract.

9.7.3.3 Any additional information which may be necessary to ensure Contract Services are being provided.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2023.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By Compressed Air Specialties, Inc.  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

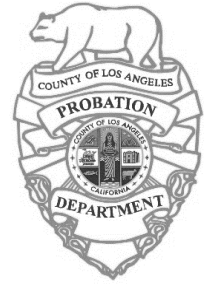
By \_\_\_\_\_  
Senior Deputy County Counsel



**KAREN L. FLETCHER**  
Interim Chief Probation Officer

# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



May 16, 2023

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

Dear Supervisors:

**APPROVAL FOR INCIDENTAL EXPENSES IN EXCESS OF \$10,000 FOR  
THE 2023 SUCCESS IS OUR FUTURE ACADEMIC ACHIEVEMENT  
AWARDS CEREMONY  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The County of Los Angeles Probation Department is seeking approval to fund expenses to be incurred at the 2023 Success is Our Future Academic Achievement Awards Ceremony, which will be held on May 18, 2023, at the Almansor Court, in the City of Alhambra.

**IT IS RECOMMENDED THAT THE BOARD**

Authorize the Interim Chief Probation Officer to work with the Director of Internal Services Department (ISD), to allocate a not-to-exceed purchase order in the amount of \$19,519.34, for food and related costs for the 2023 Success is Our Future Academic Achievement Awards Ceremony (Ceremony).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will allow the County of Los Angeles Probation Department (Probation) to work with ISD, to allocate a not-to-exceed purchase order in the amount of \$19,519.34, for food and related costs for the Ceremony. Board approval is required for incidental expenditures in excess of \$10,000 (Board Policy 4.095).

The Ceremony will provide resources, networking opportunities and financial support to older youth, which will improve self-sufficiency outcomes and assist them as they move forward into college and ultimately, higher education. This is an annual ceremony that is part of the

state-mandated System Improvement Plan (SIP) goals, which include increasing permanency and self-sufficiency for transition-aged youth. Past ceremonies have assisted many youth, in not only graduating from college, but going on to achieve higher degrees. The main focus of the Ceremony is to acknowledge, celebrate, and reward the academic achievement of Probation foster youth in Los Angeles County and to honor these youth with scholarships and monetary awards for college. Invited guests include representatives from the Superior Court, Los Angeles County Office of Education, Public Defender's Office, District Attorney's Office, group home providers, parents and friends. Highlights of the event include talents displayed by current and former Probation foster youth, guest speakers, presentations of scholarships and media presentation.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action is consistent with the Countywide Strategic Plan Goal #1, Operational Effectiveness, and Goal #3, Integrated Service Delivery.

### **FISCAL IMPACT/FINANCING**

The estimated total cost of the Ceremony is \$19,519.34. Approximately 58 percent of the costs will be claimed against Child Welfare Services Outcome Improvement Project (CWSOIP) funding. Sufficient funding is included in Probation's Placement Services Bureau budget to offset remaining expenses. No additional net County cost is required.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The estimated expense of \$19,519.34 exceeds the \$10,000 threshold for incidental expenses; therefore, the item must be approved by your Board. This event is necessary to fulfill the strategies and goals of the State-mandated and Board-approved SIP. The State provides CWSOIP funding with the expectation that the counties will use the funding to successfully complete the goals with effective results.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will allow Probation to meet the State SIP goals.

Respectfully submitted,

Karen L. Fletcher  
Interim Chief Probation Officer

KLF:FC:th

c: Executive Officer  
Chief Executive Office  
County Counsel



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101      ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

May 16, 2023

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:

**FIVE-YEAR LEASE  
SHERIFF'S DEPARTMENT  
901 CORPORATE CENTER DRIVE, SUITE 310, MONTEREY PARK  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed five-year lease to renew an existing lease to provide the Sheriff's Department (Sheriff) continued use of 7,922 square feet of office space and 75 on-site parking spaces for the Audit and Accountability Bureau (AAB).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with 901 Corporate Center, LP, a California limited partnership (Landlord), for approximately 7,922 square feet of office space, and 75 on-site parking spaces located at 901 Corporate Center Drive, Suite 310, Monterey Park (Premises), for continued occupancy by the Sheriff. The estimated maximum first year base rental cost, including parking, is \$240,107. The estimated total lease cost is \$1,273,000 over the five-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in the Sheriff's existing budget. Sheriff will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including without limitation, exercising any early termination option.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Sheriff has occupied the Premises since July 1, 2014. The AAB is housed at this facility and is an administrative bureau that satisfies internal audit functions by conducting internal audits to Generally Accepted Government Auditing Standards, which include risk-based lawsuits and settlement agreements.

The proposed lease will allow the Sheriff to continue to provide services in the Premises, which operates as a home base for staff in the field. The Premises is occupied by 49 employees. Approximately ten visitors at a time, visit the site for meetings and presentations, up to five times per week for approximately 30 minutes to two hours.

At the current time, no staff at this location is teleworking. Staff is working in the office the majority of the time, with most staff spending 30 to 40 percent of their time in the field due to the Sheriff's requirements, and the necessity to provide services in person, and to travel to other facilities.

The existing lease expired on June 30, 2021, and is currently on a month-to-month holdover basis with no holdover fee. The Sheriff has requested that the lease be renewed so that it may continue to occupy the Premises and provide audit services.

The existing Premises is near public transportation including Metro Local Line 258 and local public transit services through the Monterey Park Spirit 4/5 lines, and is accessible from the 710 freeway to the west of the location.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow the Sheriff to continue to operate at this location.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal 3 – *“Realize Tomorrow’s Government Today”* – provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

The proposed lease is also consistent with the Strategic Asset Management Plan Goal – Strengthen connection between service priorities and asset decisions; and Key Objective No. 4 – Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by providing AAB with appropriate office space to identify and address potential deficiencies with the Sheriff through audits, inspections, and oversight in a facility which is centrally located and accessible for employees.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$240,107. The aggregate cost associated with the proposed lease over the entire term is \$1,273,000, as shown on Enclosure B-1. The renewal costs will be funded 100 percent by NCC that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in its FY 2022-23 Operating Budget to cover the proposed rent and additional parking cost for the first year. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed lease will be part of the budget for the Sheriff.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will increase from \$25.43 per square foot, per year to \$29.40 per square foot, per year. The base rent includes 60 unreserved parking spaces and is subject to annual Consumer Price Index (CPI) increases capped at 3 percent per annum.
- A comparison of the existing lease terms and the proposed lease is shown on Enclosure B-2.
- The Landlord, at its sole cost and expense, will provide certain improvements, including new carpet throughout the Premises and paint in the common corridor and elevator lobby. In addition, the Landlord will provide, at its sole cost and expense, an allowance of \$118,830 (\$15 per square foot) for other minor tenant improvement work, including furniture, that may be specified by the Sheriff.
- If the County initiates a change to the Landlord's base improvement work, the Landlord will provide a maximum change order allowance not to exceed to \$5,000, which shall be paid by the County to the Landlord in a lump sum payment.

- The Landlord is responsible for all of the operating and maintenance costs of the building and is also responsible for utilities and janitorial costs. The County is not subject to property tax increases.
- The 75 on-site parking spaces consists of 60 unreserved spaces, which are included at no additional cost. In addition, the County will continue to lease 15 parking spaces on a 24-hour basis at a rate of \$40 per space, per month, or \$7,200 annually.
- A five-year initial term with a right to extend the term for an additional 48 months at fair market value with six months prior written notice. If the option is exercised, the total term of the proposed lease would be nine years.
- The County has a right to terminate early any time after the 36th month with no less than six months' notice.
- The County will have a Right of First Offer to Lease Additional Premises for any space contiguous to the Premises in the building.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease expiration and subject to the CPI increases capped at 3 percent per annum, as provided for in the proposed lease.
- The proposed lease will be effective upon approval by the Board and the term and rent shall commence upon the first day of the month following Board approval and full execution of the proposed lease by both parties.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30.00 and \$32.40 per square foot, per year. The base annual rental rate of \$29.40 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Due to the costly tenant improvements and moving costs needed should the Sheriff relocate to a new space, remaining in the proposed space is the cost-effective choice. In addition, the City of Monterey Park market does not have many spaces available, creating a tight market within the area. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Due to confidentiality and security measures associated with the AAB program, co-working space is not practical for this requirement.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Monterey Park has been sent in accordance with Government Code section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code section 25351, which allows the County to enter into leases and agreements for the leasing of buildings as necessary to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for the program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

### **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office 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)**

The proposed lease will adequately provide the necessary office space and parking for this County requirement. The Sheriff concurs with the proposed lease and recommendations.

The Honorable Board of Supervisors  
May 16, 2023  
Page 6

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:CB:gb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Sheriff

**SHERIFF'S DEPARTMENT  
901 CORPORATE CENTER DRIVE, SUITE 310, MONTEREY PARK**

**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
	A	Does lease consolidate administrative functions?		<b>X</b>	
	B	Does lease co-locate with other functions to better serve clients?			<b>X</b>
	C	Does this lease centralize business support functions?			<b>X</b>
	D	Does this lease meet the guideline of 200 sq. ft of space per person? <b>The ratio is approximately 162 sf per person.</b>		<b>X</b>	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <b>The lease includes 75 parking spaces to accommodate staff.</b>		<b>X</b>	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	<b>X</b>		
<b>2.</b>	<b><u>Capital</u></b>				
	A	Is it a substantial net County cost (NCC) program? <b>The rental costs will be funded 100 percent by NCC that is already included in the Sheriff's existing budget. Sheriff will not be requesting additional NCC for this action.</b>	<b>X</b>		
	B	Is this a long-term County program?	<b>X</b>		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
	D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			<b>X</b>
	F	Is Building Description Report attached as Attachment C?	<b>X</b>		
	G	Was build-to-suit or capital project considered? <b>The County already occupies the facility and a capital project was not considered.</b>		<b>X</b>	
<b>3.</b>	<b><u>Portfolio Management</u></b>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
	B	Was the space need justified?	<b>X</b>		
	C	If a renewal lease, was co-location with other County departments considered?			<b>X</b>
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. <b><u>X</u></b> No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease?	<b>X</b>		
	F	Has growth projection been considered in space request?	<b>X</b>		
	G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	<b>X</b>		

## OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

**901 Corporate Center Drive, Suite 310, Monterey Park  
Sheriff's Department**

### Basic Lease Assumptions

<b>Leased Area (sq.ft.)</b>	7,922			
	<b>Monthly</b>	<b>Annual</b>		
<b>Rent (per sq. ft.) <sup>(1)</sup></b>	\$2.45	\$29.40		
<b>Rent Amount (\$)</b>	\$19,408.90	\$232,906.80		
<b>Term (Month/Years)</b>	60	5		
<b>Adjustment</b>	3%			
	<b>Cost/Month</b>	<b># of Spaces</b>	<b>Monthly Total</b>	<b>Annual Total</b>
<b>Parking Spaces</b>	\$40.00	15	\$600	\$7,200

	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>	<b>Total 5 Year Rental Costs</b>
<b>Annual Rent Costs <sup>(1)</sup></b>	\$232,907	\$239,894	\$247,091	\$254,504	\$262,139	<b>\$1,237,000</b>
<b>Parking Costs <sup>(2)</sup></b>	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	<b>\$36,000</b>
<b>Total Cost Paid to Landlord</b>	\$240,107	\$247,094	\$254,291	\$261,704	\$269,339	<b>\$1,273,000</b>
<b>Total Annual Lease Costs</b>	<b>\$240,107</b>	<b>\$247,094</b>	<b>\$254,291</b>	<b>\$261,704</b>	<b>\$269,339</b>	<b>\$1,273,000</b>

### Footnotes

<sup>(1)</sup> The Base Rent is subject to annual Consumer Price Index adjustments with a maximum cap of three percent (3%) per annum.

<sup>(2)</sup> Parking costs include an additional 15 overnight parking spaces at a cost of \$40 a month per parking space.

**\*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

**COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE**

	<b>Existing Lease:</b> <b>901 Corporate Center Drive, Suite 310, Monterey Park</b>	<b>Proposed Lease</b> <b>901 Corporate Center Drive, Suite 310, Monterey Park</b>	<b>Change</b>
Area (Square Feet)	7,922 sq. ft.	7,922 sq. ft.	No Change
Term (years)	7 years	5 years	-2 years
Annual Base Rent	Base Rent \$201,452 <sup>(1)</sup> \$25.43 per sq. ft. annually	Total \$232,907 <sup>(1)</sup> \$29.40 per sq. ft. annually	+\$31,455 annually
Parking (included in Base Rent)	60	60	No Change
Additional Parking (15 spaces at \$40 per space)	\$7,200 annually	\$7,200 annually	No Change
Total Annual Lease Costs Payable to Landlord	\$208,652	\$240,107	+31,455
Rental Rate Annual Adjustment	Annual CPI adjustments capped at 2 percent	Annual CPI adjustments capped at 3 percent (2)	+1 percent

<sup>1</sup> The proposed lease is full-service, where the Landlord pays for all utilities, including electricity, gas and water, along with other costs associated with operations, building maintenance and repairs.

**SHERIFF'S DEPARTMENT****SPACE SEARCH – 5 MILE RADIUS FROM 901 CORPORATE CENTER DRIVE**

<b>LACO</b>	<b>Name</b>	<b>Address</b>	<b>Ownership Type</b>	<b>Gross Sq Ft</b>	<b>Vacant</b>
4526	Biscailuz – Administration Building	1060 N. Eastern Ave., Los Angeles 90063	Owned	16,571	None
5863	ISD Administrative Headquarters	1100 N. Eastern Ave., Los Angeles 90063	Owned	80,309	None
A324	Fire – Employee Relations Office/LPSB/EMS & Homeland	1255 Corporate Center Dr, Monterey Park, 91754	Leased	37,132	None
3542	Fire – Administrative Headquarters Building	1320 N. Eastern Ave., Los Angeles, 90063	Owned	39,015	None
4364	Probation – East Los Angeles Area Office	144 S. Fetterly Ave., Los Angeles, 90022	Owned	15,584	None
A015	DCFS/LASD/Fire/Ops/ISD Corporate Place	2525 Corporate Place, Monterey Park 91754	Leased	35,248	None
4521	Sheriff – Homicide Bureau & Parole Compliance	1 Cupania Circle, Monterey Park 91755	Leased	42,547	None
A423	Sheriff – Personnel and Recruitment Center	101 Centre Plaza Dr., Monterey Park 91754	Leased	37,590	None

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease:** Five-year Lease for Sheriff – 901 Corporate Center Drive, Suite 310, Monterey Park – First District.

**A. Establish Service Function Category – Audit and Accountability Bureau**

**B. Determination of the Service Area –** The existing office space has been occupied since 2014. The proposed lease term will provide Sheriff with continued use of 7,922 square feet of office space and 75 on-site parking spaces.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: This location meets the needs of Sheriff and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: This location meets the needs of Sheriff by being close to downtown Los Angeles.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, including Metro Local Line 258 and local public transit services through the Monterey Park Spirit 4/5 lines, and is accessible from the 710 freeway to the West of the location.
- Availability of affordable housing for County employees: The surrounding area provides for affordable rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There is no space available in existing County-owned buildings to meet the departments service needs.
- Compatibility with local land use plans: The City of Monterey Park has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is approximately \$1,273,000.

**D. Analyze results and identify location alternatives**

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30.00 and \$32.40 per square foot, per year. The base annual rental rate of \$29.40 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Due to the costly tenant improvements and moving costs needed should Sheriff relocate to a new space, remaining in the proposed space is the most cost-effective choice. In addition, the Monterey Park market does not have many spaces available, creating a tight market in the area. We recommend the proposed facility as the most suitable to meet the County's space requirements.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for 49 Sheriff employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the Sheriff's requirements.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES – Tenant**

**901 CORPORATE CENTER, LP – Landlord**

**901 CORPORATE CENTER DRIVE**

**SUITE 310**

**MONTEREY PARK, CALIFORNIA 91754**

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## EXHIBITS

Exhibit A –	Floor Plan of the Premises
Exhibit B –	Commencement Date Memorandum and Confirmation of Lease Terms
Exhibit C –	Form of Payment Voucher
Exhibit D –	Heating, Ventilation, and Air Conditioning Standards
Exhibit E –	Cleaning and Maintenance Schedule
Exhibit F –	Subordination, Non-disturbance and Attornment Agreement
Exhibit G –	Tenant Estoppel Certificate
Exhibit H –	Community Business Enterprises Form
Exhibit I –	Memorandum of Lease Terms

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 between 901 CORPORATE CENTER, LP, a California limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

**1.1 Terms**

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

a. Landlord's Address for Notice:	901 CORPORATE CENTER, LP 300 S. Park Ave., Suite 810 Pomona, CA 91766 Attn: Property Manager  With a copy to:  3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate  With a copy to:  County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 7,922 rentable square feet located on the third (3rd) floor of the Building identified as Suite 310 (defined below), as shown on <u>Exhibit A</u> attached hereto.

d. Building:	The building located at 901 Corporate Center Drive, Monterey Park, CA 91754, which is currently assessed by the County Assessor as APN 5237-022-047, commonly known as 901 Corporate Center, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building").
e. Term:	The term of this Lease shall be for a period of five (5) years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties (the "Commencement Date"), and terminating at midnight on the day before the fifth (5 <sup>th</sup> ) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	N/A
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	\$19,408.90 per month (which is based upon a rental rate of \$2.45 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be \$232,906.80 (adjustable as provided in Section 5 hereof).
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	7,922 rentable square feet.
k. Initial Departmental Use:	Office use for the Sheriff's Department, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.

l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to seventy-five (75) parking spaces, including fifteen (15) 24-hour overnight parking spaces (Overnight Parking) located on the roof of the Building's parking structure and sixty (60) unreserved parking spaces (Unreserved Parking) located in the Building's parking areas. Tenant shall pay \$40.00 per stall per month for its Overnight Parking and Tenant shall not be charged for its Unreserved Parking for the Term of the Lease.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated December 22, 2022 prepared by Masek Consulting Services, Inc.
o. Seismic Report	A report dated March 25, 2014 prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated July 12, 2022 prepared by Corbel Architects, Inc.

1.2 Exhibits to Lease

Exhibit A - Floor Plan of Premises  
Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms  
Exhibit C - Form of Payment Voucher  
Exhibit D - HVAC Standards  
Exhibit E - Cleaning and Maintenance Schedule  
Exhibit F - Subordination, Non-Disturbance and Attornment Agreement  
Exhibit G - Tenant Estoppel Certificate  
Exhibit H - Community Business Enterprises Form  
Exhibit I - Memorandum of Lease

## **2. PREMISES**

### **2.1 Lease of Premises**

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

## **3. COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

## **4. COMMENCEMENT AND EXPIRATION DATES**

### **4.1 Term**

The Term of this Lease shall be for a period of five (5) years, commencing upon the first day of the calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending sixty (60) months thereafter. Within thirty (30) days of the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B.

### **4.2 Termination Right**

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g. Rent) beyond any applicable notice and cure period, Tenant shall have the right ("Termination Option") to terminate the Lease at any time after the thirty-sixth (36th) month of the Term ("Early Termination Date"), by giving no less than six (6) months prior written notice to Landlord of such intent ("Early Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Early Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Early Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. If Tenant fails to timely deliver the Early Termination Notice, Tenant shall be considered to have elected not to exercise the Termination Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

## 5. RENT

### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.2. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

### 5.2 Base Rent Adjustments

- a. CPI. From and after the 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 adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.
- b. CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- c. Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

- d. Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable adjustment. In no event shall the Base Rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than was payable in the month preceding the applicable adjustment.

## **6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays. Tenant shall be permitted to replace the initial department with any County of Los Angeles department or division or associated agency at its sole discretion.

## **7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, provided that during any such holdover tenancy such monthly Base Rent shall continue to be adjusted on each Adjustment Date based upon the CPI Formula in accordance with Article 5 above, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

## **8. COMPLIANCE WITH LAW**

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

## **9. DAMAGE OR DESTRUCTION**

### **9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character

that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

## 9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

## 9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving notice to the other not more than thirty (30) days after such destruction, in which case:

- a. Landlord shall have no obligation to restore the Premises;
- b. Landlord may retain all insurance proceeds relating to such destruction, and
- c. This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

## 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, then Tenant may:

- a. Declare a default hereunder, or
- b. Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against Landlord.

## **10. REPAIRS AND MAINTENANCE**

### **10.1 Landlord Representations**

- a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
  - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;
  - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials. In the event any Asbestos should be found, then Landlord shall be responsible for removing it at its sole cost and expense.
- c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law.

Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease.

## 10.2 Landlord Obligations

- a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlord's sole cost and expense:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, concrete slab and footings, roof, roof membrane, roof covering, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. freight and passenger elevators serving the Building.
- b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:
  - i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);
  - ii. painting interior partitions (which shall be repainted as needed);
  - iii. doors;

- iv. plate glass;
- v. the interior side of demising walls (which shall be repainted as needed);
- vi. interior ceiling;
- vii. Building standard signage (but excluding any other Tenant signage); and
- viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- a. be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld or delayed;
- b. be at least equal in quality, value and utility to the original work or installation; and
- c. be made and performed in accordance with all laws.

### 10.4 Tenant's Right to Repair

- a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (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 Tenant's normal and customary business activities). Tenant 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 this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as

provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- b. Notwithstanding any provisions of this Lease to the contrary, Tenant, at its sole discretion, acting through the Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed \$5,000. Any improvements by Landlord shall be subject to (i) Section 24 provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant remedies; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein.

## **11. SERVICES AND UTILITIES**

### **11.1 Services**

- a. **Heating, Ventilation and Air Conditioning (HVAC)**

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which rates are currently \$250.00 per hour (four hour minimum), subject to change.

- b. **Electricity**

Landlord shall furnish to the Premises the amount of electric current not less than seven (7) watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

d. Water

Landlord shall make available warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

Landlord, at its sole cost and expense, shall provide reasonable janitorial service five (5) nights per week (holidays excluded), generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlord's sole cost and expense, shall provide security services for the Building at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in

connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

## **12. TAXES**

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

## **13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Normal Working Hours upon prior written notice (which may be in the form of an email communication) for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Notwithstanding the foregoing, Landlord shall have the right at any and all times, without prior notice, to enter the Premises in the event of an emergency.

## **14. TENANT DEFAULT**

### **14.1 Default**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- a. the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- b. the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said 30-day period and thereafter diligently prosecutes such cure to completion.

#### 14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

### 15. **LANDLORD DEFAULT**

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- a. to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- b. to pursue the remedy of specific performance;
- c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or
- d. to terminate this Lease.

### 15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

## 16. **ASSIGNMENT AND SUBLETTING**

### 16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent, provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

### 16.2 Sale

If Landlord sells or conveys the Building, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and Landlord shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

- a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.
- b. A signed letter including the following information:

- i. Name and address of new owner or other party to whom Base Rent should be paid;
  - ii. Federal tax ID number for new owner;
  - iii. Name of contact person and contact information (including phone number) for new owner; and
  - iv. Proof of insurance.
- c. A W-9 form for new owner

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 Landlord Consent**

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- a. complies with all laws;
- b. is not visible from the exterior of the Premises or Building;
- c. will not materially affect the systems or structure of the Building;
- d. does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building; and
- e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

### **17.2 End of Term**

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

## **18. CONDEMNATION**

### **18.1 Controlling Terms**

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either

under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

#### 18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

#### 18.3 Partial Taking

If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises is impaired by such Condemnation.

#### 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

#### 18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

**19. INDEMNIFICATION**

19.1 Landlord's Indemnity

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

**20. INSURANCE:** During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. 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 Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

a. Evidence of Coverage and Notice to Tenant

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies should litigation arise.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease 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 Landlord identified in the Lease. 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 twenty-five thousand (\$25,000.00) dollars, and list any Tenant required endorsement forms. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

Neither the Tenant's failure to obtain, nor the Tenant'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 Landlord, 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, notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Landlord also shall promptly use reasonable efforts to notify Tenant of any third party claim or suit filed against Tenant and known to Landlord which arises from or relates to this Lease, and in Landlord's reasonable judgment is likely to result in the filing of a claim or lawsuit against Landlord and/or Tenant.

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant 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 the Tenant 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 ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and reasonably acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

To the fullest extent permitted by law, Landlord and Tenant hereby waives its and its respective insurer(s) rights of recovery against the other party under all required insurance policies for any loss arising from or related to this Lease. Landlord and

Tenant shall require their respective insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

h. Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord'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.

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. 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.

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

a. Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements:

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

- a. Commercial Property Insurance. Such insurance shall:
  - i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
  - ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

**21. PARKING**

21.1 Tenant's Rights

Tenant shall have the right to seventy-five (75) parking spaces (Parking Allocation), including fifteen (15) 24-hour overnight parking spaces (Overnight Parking) located on the roof of the Building's parking structure and sixty (60) unreserved parking spaces (Unreserved Parking) located in the Building's parking areas. Tenant shall pay \$40.00 per stall per month for its Overnight Parking and Tenant shall not be charged for its Unreserved Parking for the Term of the Lease. Tenant shall have the right to increase or decrease the number of its Overnight Parking or Unreserved Parking not to exceed its Parking Allocation. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking

rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5.

## 21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

- a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

## 22. ENVIRONMENTAL MATTERS

### 22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building, or the Common Areas ("Tenant's Hazardous Materials"), except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum

products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

## **22.2 Landlord Indemnity**

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

## **23. ESTOPPEL CERTIFICATES**

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

## **24. TENANT IMPROVEMENTS**

### **24.1 Landlord Work**

Landlord, at its sole cost and expense (exclusive of the Tenant Improvement Allowance), shall perform all of the following work (the "Landlord's Work"):

- (a) Have a third-party HVAC subcontractor certify the HVAC system serving the Premises is in good working order and meets the standards set forth in Exhibit D Lease;
- (b) Replace carpet throughout the Premises, including lifting any furniture on flooring;
- (c) Replace carpet and ceramic tile in the common corridor and elevator lobby on the third (3rd) floor of the Building;
- (d) One-time paint of the walls of the common corridor and elevator lobby on the third (3rd) floor of the Building;
- (e) Ensure windows in the Premises are water-tight;
- (f) Replace light fixtures throughout the Premises with new LED lighting;
- (g) Ensure electrical outlets throughout the Premises are properly functioning, including without limitation in the kitchen, and replace outlets as needed;
- (h) Perform the recommended and required work to address item# 1-1 and 1-2 of the Disabled Access Survey prepared by Corbel Architects, Inc. dated July 12, 2022; and
- (i) Repair the water leak coming from the ceiling next to the window in the kitchen.

Landlord shall coordinate with Tenant's Project Manager (PM) on its completion of the Landlord's Work to be performed after Normal Working Hours so to minimize any disruption to Tenant's business. Landlord may coordinate with Tenant's PM and obtain approval from such PM in the event Landlord desires to do any work within the Premises during Normal Working Hours. Tenant agrees to cooperate with Landlord and Landlord's contractors so as not to interfere with or delay the Landlord's Work. Tenant shall be responsible for moving and protecting all items of Tenant's personal property from any Landlord's Work areas. Further, to the extent necessary for the performance of the Landlord Work, Landlord shall be responsible for lifting Tenant's furniture and moving any equipment from the Landlord Work areas.

#### 24.2 Tenant Improvement Allowance

- (a) In addition to the Landlord's Work and upon Tenant's request, Landlord shall refurbish and construct Tenant Improvements ("TI") at Landlord's sole cost and expense not to exceed One Hundred Eighteen Thousand Eight Hundred Thirty and 00/100 Dollars (\$118,830) (i.e. Fifteen Dollars (\$15.00) per RSF) ("Tenant Improvement Allowance") within 160 days from the date final plans for such TI work have been mutually approved; provided, however, in the event the cost of TI work requested by Tenant exceeds the Tenant Improvement Allowance, Tenant and Landlord shall reduce the scope so the costs do not exceed the Tenant Improvement Allowance and such TI work shall be completed based on a commercially reasonable and mutually agreed upon schedule. Tenant may utilize its Tenant Improvement Allowance toward any hard or soft costs related to the improvements to the Premises, including any costs related to its furniture, fixtures, and/or equipment. Any unused portion of the Tenant Improvement Allowance shall be applied toward Base Rent next due.
- (b) Landlord and Landlord's contractors shall be responsible for controlling the work and shall be required to comply with prevailing wage requirements

under California Labor Code Section 1720 et. seq., if applicable. All work shall be coordinated with the Tenant's PM in advance of commencing any work and performed during afterhours unless waived in writing in advance by the Tenant's PM.

- (c) Tenant shall deliver a Space Plan and Specifications for any TI Work to Landlord and thereafter, Landlord shall prepare working drawings and engineering drawings for such TI work for Tenant's review. Prior to commencing the TI work, Landlord shall obtain Tenant's approval of final plans for the TI work and preliminary pricing for the TI work which shall not exceed an amount greater than the Tenant Improvement Allowance set forth in Section 24.2 (a) of the Lease, then Landlord shall be responsible for completing such TI work (not to exceed Landlord's TI Allowance). Landlord shall solicit three (3) bids from qualified and licensed contractors, including a schedule, with respect to the TI work. Following Tenant's approval of the final plans and pricing for the TI work, Landlord shall diligently proceed to construct and complete the TI work in a good and workmanlike manner in accordance with the final plans and pricing, subject to delays set forth in Section 24.3 below. Notwithstanding the foregoing, the parties acknowledge and agree that no delay in completion of any such TI work shall delay the Commencement Date of the Lease.

#### 24.3 Delay.

Completion may be delayed day for day by:

- a. Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or
- b. Any act of God which Landlord could not have reasonably foreseen and provided for, or
- c. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord could not have reasonably foreseen and provided for, or
- d. Any war or declaration of a state of national emergency, or
- e. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Tenant Improvement Work.

#### 24.4 Code Compliance

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. **Without limiting the generality of the foregoing, construction of the tenant improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor**

**Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.** Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense and shall not be considered as part of the TI Work. Any work within the Premises undertaken to meet applicable code requirements necessitated by the Tenant Improvements shall be included as part of the TI Work, subject to the Tenant Improvement Allowance.

24.5 Exclusions from Tenant Improvement Allowance

Landlord shall, at its sole cost and expense (exclusive of Tenant Improvement Allowance), be responsible for any work to bring the Building or Premises in compliance with applicable City, County, State and Federal building codes, regulations and ordinances required for legal occupancy, including without limitation ADA and fire life safety code requirements and any required work related to asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. Any work undertaken to meet applicable code requirements necessitated to complete the work described in this Article 24 shall be included as part of the Landlord Work.

24.6 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

24.7 Notice of Nonresponsibility.

Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

**25. LIENS**

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

**26. SUBORDINATION AND MORTGAGES**

**26.1 Subordination and Non-Disturbance**

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit F attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Building included herein.

**26.2 Existing Deeds of Trust**

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit F attached hereto, within thirty (30) days after the execution of this Lease.

**26.3 Notice of Default**

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

**27. SURRENDER OF POSSESSION**

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to

notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

**28. SIGNAGE**

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

**29. QUIET ENJOYMENT**

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

**30. GENERAL**

**30.1 Headings**

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**30.2 Successors and Assigns**

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

**30.3 Brokers**

Landlord represents and warrants that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease. Tenant represents and warrants that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than Cushman & Wakefield, Inc. ("C&W"). The parties shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker,

finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to C&W and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Landlord has dealt with any person or real estate broker in respect to leasing, subleasing, or renting space in the Building, Landlord shall be responsible for the payment of any fee due said person or brokerage firm. If Tenant has dealt with any person or real estate broker other than C&W in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

#### 30.4 Entire Agreement

This Lease (including all exhibits hereto) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

#### 30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

#### 30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1 hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

#### 30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

#### 30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant

of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit H attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

**31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial

obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

### **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

#### **32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

#### **32.2 Solicitation of Consideration**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

#### **32.3 Landlord Assignment**

- a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- e. Landlord shall give the County notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.
- f. Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

- g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

#### 32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

#### **33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

### **34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES**

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the Commencement Date shall not be deemed to be a space that "becomes available" during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such thirty (30) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the thirty (30) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

### **35. OPTION TO EXTEND**

#### **35.1 Option Terms**

Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, and is in possession of the

Premises at the time Tenant exercises its option, Tenant shall have one (1) option to extend the Term of this Lease ("Extension Option") for an additional period of forty-eight (48) months ("Option Term") for all of the space then under the Lease under the same terms and conditions except for the monthly installment of Base Rent. If Tenant wishes to exercise the Extension Option, Tenant shall deliver written notice to Landlord no less than six (6) months prior to the expiration of the then existing Term ("Exercise Notice"). If Tenant fails to timely deliver the Exercise Notice, Tenant shall be considered to have elected not to exercise the Extension Option. The Base Rent payable during the Option Term shall be the fair market rental rate for the Premises (based on comparable space in the same locality and taking into account any rent abatement, tenant improvement allowances or other monetary concessions generally available with respect to such comparable spaces) as of the date of the Exercise Notice. Landlord and Tenant shall have until the date that is thirty (30) days following the date that Landlord receives Tenant's Exercise Notice to mutually agree upon the new Base Rent for the Option Term. Except for Base Rent at the new rate, all of the terms and conditions of the Lease shall remain the same and shall remain in full force and effect throughout the Option Term; provided, however, that any free rent, improvement allowances, moving allowances, lease assumption payments, plan design allowances (or payments), expansion options, opportunity rights or other similar concessions provided for in the Lease shall not apply during any Option Term. The rights contained in this Section 35.1 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Extension Option in accordance with the terms of this section.

36. **COVID-19**

36.1. Landlord shall comply with all applicable local, State, and federal laws, regulations and restrictions relating to COVID-19.

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

901 CORPORATE CENTER, LP,  
a California limited partnership

By:   
Name: John T. Cooke  
Its: SR

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

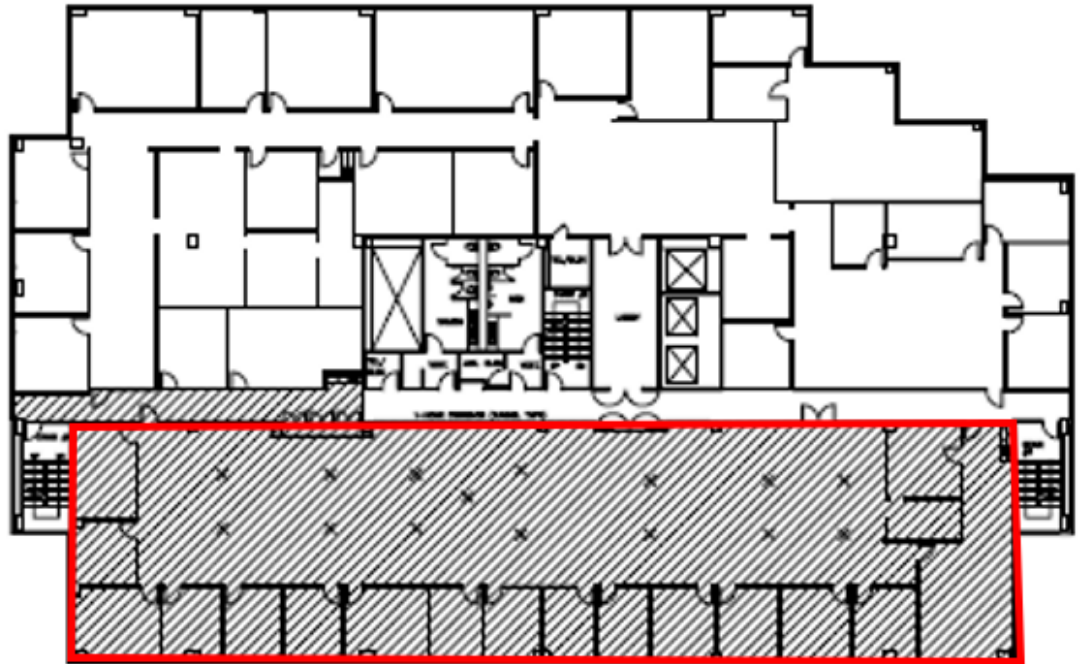
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:   
Senior Deputy

**EXHIBIT A**  
**FLOOR PLAN OF PREMISES**



**EXHIBIT B**

**COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and 901 Corporate Center, LP, a California limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 901 Corporate Center Drive, Monterey Park, CA 91754 ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- 1) The Lease commenced on \_\_\_\_\_ ("Commencement Date");  
and
- 2) The Premises contain 7,922 rentable square feet of space.

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

Landlord:

901 CORPORATE CENTER, LP,  
a California limited partnership

By:

Name \_\_\_\_\_  
Its \_\_\_\_\_

By:

Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT C**

PAYMENT VOUCHER

**CEO-REAL ESTATE DIVISION**  
**RENT PAYMENT VOUCHER**  
**FISCAL YEAR 2017-18**

18-Aug-17

[illegible]

\* Leave Blank except for 13th Accounting Period.

\*\* Leave blank except entering commitments or expenditure accrual.

PV Leasing.acddb. Report Name: 00000-00000 17-18

## **EXHIBIT D**

### **HEATING, VENTILATION AND AIR CONDITIONING**

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

## EXHIBIT E

### CLEANING AND MAINTENANCE SCHEDULE

#### 1. DAILY (Monday through Friday)

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Emergency exit signage and egress battery replacement (if applicable)
- K. Graffiti expunged as needed within two working days after notice by Tenant
- L. Floors washed as needed.
- M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, and soap.
- N. Exclusive day porter service from \_\_\_\_ a.m. to \_\_\_\_\_ p.m. (if provided by contract).

#### 2. WEEKLY

- A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
- B. Window sills, ledges and wood paneling and molding dusted.

#### 3. MONTHLY

- C. Floors washed and waxed in uncarpeted office area.
- D. High-reach areas, door frames and tops of partitions dusted.
- E. Upholstered furniture vacuumed, plastic and leather furniture wiped
- F. Picture moldings and frames dusted.

- G. Wall vents and ceiling vents vacuumed.
  - H. Carpet professionally spot cleaned as required to remove stains.
  - I. HVAC chiller water checked for bacteria, water conditioned as necessary.
4. QUARTERLY
- J. Light fixtures cleaned and dusted, but not less frequently than quarterly.
  - K. Wood furniture polished.
  - L. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
  - M. HVAC units serviced for preventative maintenance purposes, all filters changed.
5. SEMI-ANNUALLY
- N. Windows washed as required inside and outside but not less frequently than twice annually.
  - O. All painted wall and door surfaces washed and stains removed.
  - P. All walls treated with vinyl covering washed and stains removed.
6. ANNUALLY
- Q. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
  - R. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
  - S. Touch-up paint all interior painted surfaces in a color and finish to match existing.
7. AS NEEDED
- T. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
  - U. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
  - V. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

W. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
- iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
- iv. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

E. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

**EXHIBIT F**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 West Temple Street  
7th Floor  
Los Angeles, California 90012

)  
)  
)  
)  
)  
)  
)

Space above for Recorder's Use

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**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 901 CORPORATE CENTER, LP, a California limited partnership, ("Borrower") and [*Insert name of Lender*], ("Lender").

**Factual Background**

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated \_\_\_\_\_ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a Non-disturbance provision, all as set forth more fully below.

**Agreement**

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: 901 CORPORATE CENTER, LP,  
a California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: *[Insert name of Lender],*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

## EXHIBIT G

### TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Re:    Date of Certificate: \_\_\_\_\_  
      Lease Dated: \_\_\_\_\_  
      Current Landlord: \_\_\_\_\_  
      Located at: \_\_\_\_\_  
      Premises: \_\_\_\_\_  
      Commencement Date of Term: \_\_\_\_\_  
      Expiration Date: \_\_\_\_\_  
      Current Rent: \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1.     Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.     (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

      (b)    The current Rent is set forth above.

      (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

      (d)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

      (e)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3.     (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT H

### COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

<b>I. Minority/Women Participation in Firm</b> (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name: _____				3. Contact Person/Telephone Number: _____		
2. Address: _____						
				4. Total number of employees in the firm: _____		
5. Provide the number of all minority employees and women in each	Owners, Partners and Associate		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>			
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____			

2. Total Number of Ownership/Partners, Etc.: _____			<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>	
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm	
Black/African American			by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Portuguese American			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>	
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.	
All Others			Firm Name: _____	
			Signature/Title: _____	
			Date: _____	

## **EXHIBIT I**

### **MEMORANDUM OF LEASE**

#### **RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

---

### **MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between 901 CORPORATE CENTER, LP, a California limited partnership (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD:

901 CORPORATE CENTER, LP,  
a California limited partnership

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
Of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Date \_\_\_\_\_ Name And Title Of Officer (e.g. "Jane Doe, Notary Public") \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Exhibit I  
MEMORANDUM OF LEASE



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)



### BOARD OF SUPERVISORS

JANICE HAHN, CHAIR  
FOURTH DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

LINDSEY P. HORVATH  
THIRD DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

June 13, 2023

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:

**ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE  
UNIFIED PROGRAM ANNUAL PERMIT FEES, COST RECOVERY FEES, AND  
AUTHORIZATION TO APPLY PENALTY FEES FOR NON-COMPLIANCE FOR THE  
FOLLOWING PROGRAMS: HAZARDOUS WASTE GENERATOR/TIERED PERMITTING,  
HAZARDOUS MATERIALS HANDLER, ABOVEGROUND PETROLEUM STORAGE TANK,  
AND CALIFORNIA ACCIDENTAL RELEASE PREVENTION PROGRAM PERMITS**

**(ALL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' approval to adjust the annual fees for Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, Aboveground Petroleum Storage Tank (APST), and California Accidental Release Prevention (CalARP) Programs and cost recovery of hourly rates for Emergency Operations and Site Mitigation for Fiscal Year 2023-24. Additionally, the District is requesting Board of Supervisors' approval to include language to allow the District administrative authority to apply penalty fees, as allowed under State law, for non-compliance with violations of the Los Angeles County Code, Title 12, Chapters 12.50, 12.52, 12.64, and 12.70.

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AFTER THE PUBLIC HEARING:**

1. Find that the adjustment of the annual fees adopted for the purpose of meeting operational expenses and the levying of administrative penalties are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) of the Public Resources Code and Section 15273 of Title 14 of the California Code of Regulations (the State CEQA Guidelines).
2. Approve and adopt an ordinance that:
  - a) Adjusts the annual permit fees for Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, and CalARP Programs;
  - b) Adjusts cost recovery fees for Emergency Operations and Site Mitigation hourly rates, Reinspection Fees, and Late Submittal Fees for Fiscal Year 2023-24, as shown on the attached fee schedule developed in accordance with the annual adjustment provisions of the Los Angeles County Code (County Code), as delineated in Sections 12.52.070, 12.56.070, 12.60.080, and 12.64.070, and approved by the Auditor-Controller; and
  - c) Makes other technical changes consistent with the State statute and regulations.
3. Approve and adopt an ordinance that grants the District the authority to apply the administrative penalties, including fees, allowable under State law to violations of the County Code.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The District implements the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, and the CalARP Programs under the auspices of the Los Angeles County Certified Unified Program Agency (CUPA).

State law and County Code allow for the recovery of the necessary and reasonable costs to administer these programs. The Los Angeles County Code requires these fees to be reviewed annually and adjusted accordingly. Your Honorable Board established annual fees and adjustment provisions for each of these programs to recover the implementation costs. Cost recovery hourly rates were also established for emergency responses and site mitigation oversight.

County Code does not currently grant the District authority to apply administrative penalty fees for non-compliance with Chapters 12.50, 12.52, 12.64, and 12.70 of the County Code. By authorizing the same administrative penalty fee process in state law, the District can address violations of the County Code more efficiently than by utilizing the Los Angeles County District Attorney's office.

## **FEE ADJUSTMENT**

The annual fee adjustments established in accordance with provisions in the County Code will allow the District to incorporate all anticipated increases in salaries, benefits, and overhead expenses for Fiscal Year 2023-24. These increases will allow District to close the gap between its costs of operation and revenues.

The annual adjustment provisions established in the County Code utilize a fee methodology that was originally established by your Board in 1996. The proposed adjustments incorporate changes in program costs that result from changes in salaries, employee benefits, overhead rates, and the number of regulated facilities falling within each fee category. Similarly, annual adjustments to cost recovery rates reflect changes in District costs to administer those services.

## **ORDINANCE CHANGES**

The Ordinance amendments (Attachment 1) will involve changes in the fee amounts for all programs implemented by the District. This ordinance grants the District authority to apply administrative penalty fees, as allowed under State law, for non-compliance with Los Angeles County Code violations.

## **FISCAL IMPACT/FINANCING**

Fees are apportioned in accordance with program costs to ensure recovery of projected District operating costs. Current program costs are offset by a combination of fees and direct cost recovery billing for specific services. The proposed revisions in annual fees (Attachment 2) for the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, and CalARP Programs will allow recovery of the necessary and reasonable costs to implement the programs.

There is no impact to net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The fee revisions will be effective in all areas under the jurisdiction of the CUPA for Fiscal Year 2023-24. The cities of Los Angeles and Santa Monica will generate fee invoices in July 2023 for Fiscal Year 2023-24 for the Hazardous Waste Generator/Tiered Permitting Program, and Orange County will generate annual fee invoices in July 2023 for Fiscal Year 2023-24 for the Hazardous Materials Handler and CalARP Program facilities in the City of La Habra. These agencies are awaiting any changes in our fee schedule prior to generating invoices.

California Health and Safety Code (H&SC), Sections 25404.5(a)(2) and (3), grant authorization to the governing body of the local Certified Unified Program Agencies to establish fees to recover the necessary and reasonable program costs. The County Auditor-Controller has reviewed and approved the cost basis and fee adjustments.

California Health and Safety Code, Chapter 6.11, Section 25404.1.1 allows a unified program agency to enforce violations within its jurisdiction and impose administrative penalties, including fees.

The request for approval of the revised fees is made after compliance with all public notification and hearing requirements as specified in Sections 6062 and 66018 of the California Government Code. Proposed ordinance language changes have been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The annual adjustments are exempt from the CEQA pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the CEQA Guidelines because they involve fees to recover operating costs.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of the annual permit fee adjustments for the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, and CalARP Programs and for the cost recovery fees will serve to establish the reasonable and necessary fees for Fiscal Year 2023-24, facilitate the fiscal year billing process mandated by the CUPA, and assure full recovery of program implementation costs. The annual adjustments fairly allocate changes in program costs to regulated facilities while maintaining the integrity of the original fee methodologies.

### **CONCLUSION**

Upon approval by the Board of Supervisors, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County  
Executive Office – Business Operations  
Marissa Martin, Administrative Services Manager II  
[Marissa.Martin@fire.lacounty.gov](mailto:Marissa.Martin@fire.lacounty.gov)

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:es

Enclosures

c: Chief Executive Officer  
Auditor-Controller  
County Counsel  
Executive Officer, Board of Supervisors

bc: Marrone  
Barrera  
Duvally  
Tsao  
Li  
Tresierras  
Holwager  
File

## **ANALYSIS**

This ordinance amends Title 12 – Environmental Protection of the Los Angeles County Code: (1) to increase the annual fees for hazardous materials, hazardous waste generator aboveground petroleum storage tank facilities, and California Accidental Release Prevention Programs; (2) cost recovery of hourly rates for emergency operations and site mitigation; and (3) to establish administrative authority to apply penalty fees, as allowed under State law, for non-compliance with violations of the Los Angeles County Code, Title 12, Chapters 12.50, 12.52, 12.64, and 12.70.

DAWYN R. HARRISON  
County Counsel

By  
JENNY P. TAM  
Senior Deputy County Counsel  
Justice and Safety Division

JPT:pec

Requested: 03/02/23

Revised: 03/22/23

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 12 – Environmental Protection of the Los Angeles County Code: (1) to increase the annual fees for hazardous materials, hazardous waste generator aboveground petroleum storage tank facilities, and California Accidental Release Prevention Programs; (2) cost recovery of hourly rates for emergency operations and site mitigation; and (3) to establish administrative authority to apply penalty fees, as allowed under State law, for non-compliance with violations of the Los Angeles County Code, Title 12, Chapters 12.50, 12.52, 12.64, and 12.70.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 12.50.026 is hereby added to read as follows:

**12.50.026 Compliance.**

The Forester and Fire Warden is hereby authorized as the local public officer designated by the Secretary as the CUPA to ensure all regulated businesses comply with the Act and all related statutes and regulations.

Any regulated business that fails to comply with Chapters 12.50, 12.52, 12.64, and 12.70 may result in the issuance of an administrative enforcement order as specified in California Health and Safety Code, Chapter 6.11, section 25404.1.1.

**SECTION 2.** Section 12.50.131 is hereby amended to read as follows:

**12.50.131 Reinspection Fee.**

Every permittee that has been issued a notice of violation as specified in Sections 12.52.015P, 12.64.010M, and 12.70.010J of this Chapter and has failed to correct the violation(s) or deviation(s) by the correction date as set forth in the notice of

violation, shall be charged a reinspection fee for each subsequent reinspection required to verify compliance with the notice of violation. The reinspection fee shall be \$520.

**SECTION 3.** Section 12.52.015 is hereby amended to read as follows:

**12.52.015 Definitions.**

. . .

E. "California Environmental Reporting System" (CERS) is the Statewide web-based system that supports the electronic exchange of required Unified Program information among businesses, local, State, and federal agencies. LACoCUPA electronically collects and reports various hazardous wastes related data as mandated by the California Health and Safety Code, section 25404.

F. "Chief" means the Division Chief of the Health Hazardous Materials Division of the Forester and Fire Warden. "Chief" also means any authorized representative of the Forester and Fire Warden charged with the enforcement of the Act.

G. "Expired permit" means a Unified Program Facility Permit or Hazardous Waste License for which payment of the renewal fees and applicable penalties has not been made on or before the delinquency date of the invoice as defined in Section 12.50.055 of the County Code.

H. "Extremely hazardous waste" means any hazardous waste or mixture of hazardous wastes which, if human exposure should occur, may likely result in death, disabling personal injury or serious illness caused by the hazardous waste or mixture of hazardous wastes because of its quantity, concentration, or chemical characteristics.

I. "Forester and Fire Warden" means the Consolidated Fire Protection District of Los Angeles County commonly known as the Los Angeles County Fire Department.

J. "Handling" means the transporting or transferring from one place to another, or pumping, processing, storing, or packaging of hazardous waste, but does not include the handling of any substance before it becomes a waste.

K. "Hazardous waste" means a waste, or combination of wastes, as defined in Section 25117 of the California Health and Safety Code or a waste that is hazardous according to the criteria set forth in Chapter 10, Division 4.5, Title 22 of the California Code of Regulations.

Unless expressly provided otherwise, the term "hazardous waste" shall be understood to also include extremely hazardous waste.

L. "Hazardous waste generator" means any person, business or business concern which produces hazardous waste.

M. "Large quantity generator" means a person, business, or business concern which generates more than 10,000 pounds of hazardous waste in any month.

N. "LACoCUPA" or "Los Angeles County Certified Unified Program Agency" means the County Forester and Fire Warden as the designated agency certified by the Secretary of the California Environmental Protection Agency to implement the unified program specified in this chapter within the County of Los Angeles.

O. "Location" means a room, enclosure, building, lot, or contiguous group of lots.

P. "Minimum standards and regulations" means the minimum standards and regulations respecting hazardous and extremely hazardous wastes adopted by the State Department of Toxic Substance Control pursuant to section 25150 of the California Health and Safety Code.

Q. "Notice of violation" means a written notice issued to a hazardous waste generator by an authorized representative of the forester and fire warden in the course of conducting an inspection which:

1. Identifies violations of the Act or deviations from minimum standards and regulations adopted pursuant to the Act;
2. Is presented to a person who is an owner or employee of the business being inspected; and
3. States the nature of the violations or deviations, the means by which compliance with the permit conditions, rules, regulations, standards, or other requirements cited by the inspector may be achieved, and a time limit in which to comply, which shall not exceed 30 days.

R. "Person" shall have the meaning as set forth in section 25118 of the California Health and Safety Code and means an individual, trust, firm, joint stock company, business concern, partnership, limited liability company, association, and corporation, including, but not limited to, a government corporation. "Person" also includes any city, county, city and county, district, commission, the state or any department, agency, or political subdivision thereof, any interstate body, and the federal government or any department or agency thereof to the extent permitted by law.

S. "Permittee" shall have the same meaning as defined in Section 12.50.010.

T. "Recyclable material" has the meaning as defined in section 25120.5 of the California Health and Safety Code.

U. "Recycle" means to use, reuse, or reclaim a hazardous waste or a substance from a hazardous waste, and includes the recovery of resources from a hazardous waste.

V. "Tier of permit" or "permit tier" means the type of permit authorized under the Act, or regulations adopted pursuant to the Act, for hazardous waste generators conducting treatment of hazardous waste. The three permit tiers are as follows:

(1) permit-by-rule authorized pursuant to regulations adopted by the Department of Toxic Substances Control of the California Environmental Protection Agency;

(2) conditional authorization pursuant to section 25200.3 of the California Health and Safety Code; and (3) conditional exemption pursuant to section 25201.5 of the California Health and Safety Code.

W. "Treatment" means treatment as defined in section 25123.5 of the California Health and Safety Code.

X. "Unified Program" means the program specified in sections 25404 through 25404.9 of the California Health and Safety Code to consolidate the administration of the six environmental programs described in section 25404(c) of the California Health and Safety Code.

Y. "Unified program facility permit" shall have the same meaning as defined in Section 12.50.010.

Z. "Waste" means waste as defined in section 25124 of the California Health and Safety Code.

**SECTION 4.** Section 12.52.021 is hereby added to read as follows:

**12.52.021 Compliance Required.**

Every business shall comply with reporting requirements as set forth by the CUPA relating to hazardous wastes and tiered permit under the Act.

The required reporting includes:

1. Submission of facility information and all related hazardous waste and tiered permit data to CERS, shall be within 30 days of the commencement of operation of the business, as specified in the California Health and Safety Code, Chapter 6.11, section 25404 (e)(4) and California Code of Regulations, Title 27, section 15188;
2. Correction and resubmission for any changes in the data related to the facility, hazardous waste, or tiered permit information shall be made to CERS within 30 days.

**SECTION 5.** Section 12.52.070 is hereby amended to read as follows:

**12.52.070 Fees to Be Paid by Hazardous Waste Generators.**

A. Beginning with the fiscal year 2023-2024, the annual fee for the issuance of a unified program facility permit for the hazardous waste program element required to be paid to the Forester and Fire Warden by every person, business, or business concern generating or handling a hazardous or extremely hazardous waste shall be as follows:

Fee Group	Number of Employees	Annual Fee
1	0 to 2	\$624
2	3 to 5	\$910
3	6 to 19	\$1,299
4	20 to 100	\$1,754
5	101 to 500	\$2,599
6	501 or more	\$4,418

Exception:

Every person, business, or business concern generating or handling a hazardous waste which is hazardous solely due to the presence of silver and which generates no other hazardous wastes shall be charged a fee equal to one-half the amount of the Fee Group 2 fee. Beginning with the fiscal year 2023-2024, this fee shall be \$455.

B. Beginning with the fiscal year 2023-2024, the annual fee required to be paid to the Forester and Fire Warden by every person, business, or business concern that is a hazardous waste generator conducting treatment of hazardous waste under the Act shall be based on the highest tier of permit required in descending order, as follows:

Permit Tier	Annual Fee
(1) Permit by Rule (PBR)	\$3,075
(2) Conditional Authorization (CA)	\$2,121
(3) Conditional Exemption (CE)	\$318

C. Beginning with the fiscal year 2023-2024, the schedule of fees contained in this Section may be adjusted annually by the following procedures:

...

**SECTION 6.** Section 12.56.020 is hereby amended to read as follows:

**12.56.020 Emergency Response Cost Recovery.**

...

B. Any person whose release or threatened release caused the incident, as specified in Section 12.56.020A, shall be assessed an administrative charge for the response and additional emergency response charges, based upon hourly personnel costs, as approved by the County Auditor-Controller, to recover the costs incurred by the Forester and Fire Warden to protect the public from threats to public health and safety and any actions to confine, prevent, or mitigate the release, escape, burning, or threatened release of a hazardous material. Beginning in fiscal year 2023-2024, the administrative charge shall be \$835 and the personnel hourly rates shall be \$228.

...

**SECTION 7.** Section 12.60.050 is hereby amended to read as follows:

**12.60.050 Site Mitigation Oversight Fees.**

...

B. The responsible party or person requesting oversight shall be assessed an initial oversight fee to recover the costs of the Forester and Fire Warden to initially review and analyze the site, submitted site assessment reports, site history, and determine site regulatory requirements, site priority, and lead agency status. This fee shall be based upon average hourly personnel costs incurred by the Forester and Fire Warden to conduct this initial review, as approved by the County Auditor-Controller.

Beginning in fiscal year 2023-2024, this fee shall be \$3,688 for each site accepted by the Forester and Fire Warden.

C. The responsible party or the person requesting oversight by the Health Hazardous Materials Division's site mitigation unit shall be required to pay oversight fees, based upon hourly personnel costs incurred by the Forester and Fire Warden to review and oversee site assessment and remediation activities over and above the initial review fee in Section 12.60.050B, as approved by the County Auditor-Controller. Beginning in fiscal year 2023-2024, the hourly rate shall be \$228.

**SECTION 8.** Section 12.64.040 is hereby amended to read as follows:

**12.64.040 Annual Fees to Be Paid by Handlers of Hazardous Materials.**

Beginning with the fiscal year 2023-2024, the annual fee required to be paid to the Forester and Fire Warden by every handler of hazardous materials for the administration and enforcement of the provisions of the Act shall be as follows:

Fee Group	Total Quantity of Hazardous Materials Handled at Any One Time During the Reporting Year	Annual Fee
I	Small Quantity Handler	\$370
	55—500 gallons or	
	500—5,000 pounds or	
	200—2,000 cubic feet or	
	TQ or greater quantity of a RS if less than 500 pounds	
	And no more than one hazardous material handled	
II	Minor Handler	\$536
	55—500 gallons or	

Fee Group	Total Quantity of Hazardous Materials Handled at Any One Time During the Reporting Year	Annual Fee
	500—5,000 pounds or	
	200—2,000 cubic feet or	
	TQ or greater quantity of a RS if less than 500 pounds	
	And more than one hazardous material handled	
III	Moderate Handler	\$686
	501—2,750 gallons or	
	5,001—25,000 pounds or	
	2,001—10,000 cubic feet	
IV	Major Handler	\$948
	2,751—50,000 gallons or	
	25,001—500,000 pounds or	
	10,001—200,000 cubic feet	
V	Major Handler—Large Volume	\$1,350
	50,001 gallons and over or	
	500,001 pounds and over or	
	200,001 cubic feet and over	
VI	Major Handler—Complex	\$2,083
	175,001 gallons and over or	
	700,001 pounds and over or	
	250,001 cubic feet and over or	
	A total quantity of two or more hazardous materials when expressed in or converted to pounds that equals 500,000 pounds or greater;	
	AND	
	Which is either a refinery, chemical plant, distillery, bulk plant, or terminal as defined herein.	

Fee Group	Total Quantity of Hazardous Materials Handled at Any One Time During the Reporting Year	Annual Fee
VII	Exempt Handler less than 55 gallons and less than 500 pounds and less than 200 cubic feet and, for RS, less than TQ quantity of RS	No Fee

...

**SECTION 9.** Section 12.64.045 is hereby amended to read as follows:

**12.64.045 Late Submittal and Noncompliance Penalty for the California Environmental Reporting System (CERS) to be Paid by Handlers of Hazardous Materials.**

A noncompliance penalty of \$505 will be charged to each handler of hazardous materials who fails, after reasonable notice, to electronically submit a business plan to CERS, or who fails to correct the violations or deviations by the correction date as set forth in the notice of violation pursuant to section 25508(a)(3) of the Act.

**SECTION 10.** Section 12.64.050 is hereby amended to read as follows:

**12.64.050 Additional Fees—Regulated Substances.**

...

B. Beginning with the fiscal year 2023-2024, the annual fee for the issuance of a unified program facility permit for a stationary source, required to be paid to the Forester and Fire Warden by every person, business, or business concern handling, storing, or using a regulated substance above threshold quantities (RS fee) shall be as follows:

Fee Group	Risk Unit	Annual Fee
I	>0 and <5	\$712
II	=>5 and <15	\$1,282
III	=>15 and <50	\$2,208
IV	=>50 and <100	\$4,344
V	=>100 and <250	\$7,407
VI	=>250 and <500	\$11,751
VII	=>500 and <1,000	\$20,653
VIII	=>1,000 and <3,000	\$34,184
IX	=>3,000 and <10,000	\$44,154
X	=>10,000	\$54,837
XI	Refineries - Tier III (1-10 processes)	\$78,338
XII	Refineries - Tier II (11-20 processes) processes)	\$113,946
XIII	Refineries - Tier I (>20 processes)	\$299,109

...

**SECTION 11.** Section 12.64.060 is hereby amended to read as follows:

**12.64.060 Late Submittal Fee.**

A late submittal penalty shall apply to the filing of Regulated Substance (RS) registration requirements, as follows:

Each stationary source failing to submit the required RS reporting documents in accordance with the established due date and reporting requirements of the CUPA as specified in Section 12.64.030, shall be levied a late submittal penalty commensurate to the additional administrative costs as determined by the CUPA and approved by the

County Auditor-Controller. The date of submittal is determined by the date payment is received. The late submittal penalty shall be \$505.

**SECTION 12.** Section 12.70.050 is hereby amended to read as follows:

**12.70.050 Annual Fees to Be Paid by Operators of Aboveground Tank Facility.**

Beginning with the fiscal year 2023-2024, the annual fee required to be paid to the Forester and Fire Warden by the operator of each tank facility for the administration and enforcement of the provisions of the Act shall be as follows:

Fee Group	Total Quantity of Petroleum in Aboveground Storage Tanks at Each Tank Facility During the Reporting Year	Annual Fee for Each Tank Facility
I	Less than 10,000 gallons	\$313
II	10,000 to 100,000 gallons	\$1,001
III	100,001 to 1,000,000 gallons	\$1,502
IV	1,000,001 to 10,000,000 gallons	\$2,003
V	10,000,001 to 100,000,000 gallons	\$9,075
VI	More than 100,000,000 gallons	\$18,932
VII	Exempt Handler Less than 1,320 gallons	No Fee

...

[1250026JTCC]

**Los Angeles County Unified Program Fee Schedule  
(With Professional Development and Staff Meeting Hours)**

Attachment 2

Category	Description	Fee Schedule.....			
		FY2022/23 Adopted	Proposed FY2023/24	Proposed Change	Percent Change
Hazardous Waste Generator Annual Fees					
1006	Silver Waste	\$441	\$455	\$14	3.2%
1000/1100	0 - 2 Employees	\$604	\$624	\$20	3.2%
1001/1101	3 - 5 Employees	\$881	\$910	\$29	3.2%
1002/1102	6 - 19 Employees	\$1,259	\$1,299	\$40	3.2%
1003/1103	20 - 100 Employees	\$1,700	\$1,754	\$54	3.2%
1004/1104	101 - 500 Employees	\$2,518	\$2,599	\$81	3.2%
1005/1105	> 500 Employees	\$4,281	\$4,418	\$137	3.2%
Tiered Permit Annual Fees					
CE	Conditionally Exempt	\$314	\$318	\$4	1.4%
CA	Conditionally Authorized	\$2,090	\$2,121	\$31	1.5%
PBR	Permit by Rule	\$3,031	\$3,075	\$44	1.5%
Hazardous Material Handler Annual Fees					
3000	Small Quantity Handler	\$327	\$370	\$43	13.0%
3001	Minor Handler	\$475	\$536	\$61	12.9%
3002	Moderate Handler	\$607	\$686	\$79	12.9%
3003	Major Handler	\$840	\$948	\$108	12.9%
3004	Major Handler - Large Volume	\$1,196	\$1,350	\$154	12.9%
3005	Major Handler - Complex	\$1,846	\$2,083	\$237	12.8%
CA Accidental Release Prevention (Cal-ARP) Annual Fees					
3501	> 0 and < 5 risk units	\$682	\$712	\$30	4.4%
3502	=> 5 and < 15 risk units	\$1,227	\$1,282	\$55	4.5%
3503	=> 15 and < 50 risk units	\$2,114	\$2,208	\$94	4.5%
3504	=> 50 and < 100 risk units	\$4,159	\$4,344	\$185	4.4%
3505	=> 100 and < 250 risk units	\$7,091	\$7,407	\$316	4.5%
3506	=> 250 and < 500 risk units	\$11,250	\$11,751	\$501	4.5%
3507	=> 500 and < 1,000 risk units	\$19,773	\$20,653	\$880	4.4%
3508	=> 1,000 < 3,000 risk units	\$32,728	\$34,184	\$1,456	4.4%
3509	=> 3,000 and < 10,000 risk units	\$42,274	\$44,154	\$1,880	4.4%
3510	=> 10,000 risk units	\$52,501	\$54,837	\$2,336	4.4%
3511	Refineries - Tier III (1-10 processes)	\$75,002	\$78,338	\$3,336	4.4%
3512	Refineries - Tier II (11-20 processes)	\$109,093	\$113,946	\$4,853	4.4%
3513	Refineries - Tier I (>20 processes)	\$286,370	\$299,109	\$12,739	4.4%
Aboveground Petroleum Storage Act Annual Fees					
3701	1,320 - 10,000 gallons	\$305	\$313	\$8	2.7%
3702	10,000 - 100,000 gallons	\$975	\$1,001	\$26	2.6%
3703	100,001 - 1 million gallons	\$1,463	\$1,502	\$39	2.7%
3704	100,000,001 - 10 million gallons	\$1,951	\$2,003	\$52	2.7%
3705	10,000,001 - 100 million gallons	\$8,840	\$9,075	\$235	2.7%
3706	> 100 million gallons	\$18,442	\$18,932	\$490	2.7%
Hourly Cost Recovery Charges and Miscellaneous Fees					
ER	Emergency Response Initial Fee	\$827	\$835	\$8	1.0%
ER	Emergency Response Hourly Fee	\$225	\$228	\$3	1.1%
SM	Site Mitigation Initial Fee	\$3,635	\$3,688	\$53	1.5%
SM	Site Mitigation Hourly Fee	\$225	\$228	\$3	1.4%
RE	Reinspection Fee	\$513	\$520	\$7	1.4%
LS	Late Submittal Penalty	\$499	\$505	\$6	1.3%
CERS	CERS Service Fee	\$100	\$100	\$0	0.0%

Penalties for non-payment of LACoCUPA permit fees are 40% of the fee amounts.



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**KAREN L. FLETCHER**  
Interim Chief Probation Officer

May 16, 2023

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

Dear Supervisors:

## **APPROVAL OF A CONTRACT WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE CLERICAL SERVICES AT DESIGNATED PROBATION LOCATIONS FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The County of Los Angeles Probation Department (Probation) is requesting authority to enter into a contract with AppleOne Employment Services (AppleOne) for the purpose of providing clerical services at Designated Probation Locations for the County of Los Angeles Probation Department.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the clerical services provided under the recommended contract will be more economically performed by AppleOne rather than by County employees.
2. Authorize the Interim Chief Probation Officer or their designee to prepare and execute a contract substantially similar to the attached contract (Attachment I), upon approval as to form by County Counsel, with AppleOne to provide clerical services at Designated Probation Locations for an estimated annual amount of \$6,733,053 commencing on July 1, 2023 through June 30, 2024.
3. Delegate authority to the Interim Chief Probation Officer or their designee to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, beyond the initial term in the recommendation above, upon approval as to form by County Counsel.

4. Delegate authority to the Interim Chief Probation Officer or their designee to prepare and execute amendments to the contract to decrease or increase either the contract hourly rates, not to exceed ten percent (10%) of the initial hourly rate, and/or 180 days to the period of performance, pursuant to the terms of the contract, upon approval as to form by County Counsel.
5. Delegate authority to the Interim Chief Probation Officer, or their designee, to approve: 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, and if necessary, 3) termination of, in whole or in part, the contract with AppleOne.

**PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:**

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with AppleOne to provide clerical services at Designated Probation Locations for the County of Los Angeles Probation Department (Probation). Probation has utilized contracted clerical services at its facilities since 1987. The current contract is scheduled to expire on June 30, 2023. Approval of this contract will enable Probation to continue receiving clerical services at Designated Probation Locations.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

**FINANCIAL IMPACT/FINANCING:**

The estimated annual cost of this contract is \$6,733,053. The annual savings to the County is estimated at \$4,774,400 (Attachment II). Because the annual number of hours provided cannot be projected with certainty given Probation's needs and the proposed location of services, the actual contract savings may increase or decrease. As a result, the actual contract savings may be more or less than estimated.

Funding for this contract is included in Probation's FY 2023-2024 Adopted Budget. The recommended contract includes provisions for non-appropriation of funds and budget reductions.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Probation has contracted for clerical services since 1987. The initial term of this contract shall be effective July 1, 2023 through June 30, 2024. The recommended contract is authorized by the Los Angeles County Charter section 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all

requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. All requirements of Los Angeles County Code Section 2.121.380 have been met.

Probation determined that the Living Wage Ordinance applies to the recommended contract. The contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter 2.201).

The recommended contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program.

County Counsel has reviewed and approved the recommended contract as to form.

### **CONTRACTING PROCESS**

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on October 28, 2021. Through the solicitation and competitive negotiation process, approximately 65 letters were sent to service providers.

Attachment III provides the process used for contracting with community business enterprises. Advertisements were run in the Los Angeles Times, Lynwood Journal and Nuestra Comunidad. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment IV) and Probation websites. As a result, two (2) potential providers registered for the Virtual Mandatory Proposer's Conference (Conference) and the two (2) potential providers attended the Conference.

Two (2) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by AppleOne, and 22<sup>nd</sup> Century Technologies passed the initial screening and proceeded to the final evaluation process. The proposals were rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, 4) living wage compliance, and 5) proposer's cost proposal.

AppleOne submitted a responsive proposal that reflected a good understanding of the services to be provided. AppleOne demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on June 30, 2023.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enable Probation to continue its current level of clerical services.

Respectfully submitted,

KAREN L. FLETCHER  
Interim Chief Probation Officer

KLF: TH: DS: yh

Enclosures

c: Executive Officer  
Chief Executive Office  
County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**APPLEONE EMPLOYMENT SERVICES**

**FOR**

**CLERICAL SERVICES AT DESIGNATED PROBATION  
LOCATIONS**

# CONTRACT PROVISIONS

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**CONTRACT FOR CLERICAL SERVICES AT DESIGNATED PROBATION  
LOCATIONS**

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C	Contractor's Proposed Schedule .....
D	Contractor's EEO Certification .....
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G	COVID-19 Vaccination Certification of Compliance and Confidentiality Forms .....
G1	Contractor Acknowledgement and Confidentiality Agreement .....
G2	Contractor Employee Acknowledgement and Confidentiality Agreement .....
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H	Jury Service Ordinance .....
I	Safely Surrendered Baby Law .....
J	Living Wage Ordinance .....
K	Living Wage Rate Annual Adjustments .....
L	Payroll Statement of Compliance .....
M	Intentionally Omitted .....
N	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....
O	Intentionally Omitted .....
P	Intentionally Omitted .....
Q	Background Request Form .....
R	Contract Discrepancy Report .....
S	Employee's Acknowledgement of Employer .....
T	Defaulted Property Tax Reduction Program/Form .....
U	Confidentiality of CORI Information .....
V	Performance Requirements Summary (PRS) Chart .....
W	Job Description .....
X	Duty Statements .....
Y	List of Designated Probation Locations .....

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

**APPLEONE EMPLOYMENT SERVICES**

**FOR**

**CLERICAL SERVICES AT DESIGNATED PROBATION LOCATIONS**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the County of Los Angeles, hereinafter referred to as County and AppleOne Employment Services, hereinafter referred to as "Contractor". AppleOne Employment Services is located at 18538 Hawthorne Blvd, Torrance, CA 90504.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department has a need for a Contractor to provide clerical services; and

**WHEREAS**, the County may contract with private businesses for Clerical Services when certain requirements are met; and

**WHEREAS**, based on competitive negotiations under Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the Contractor, which has proposed and desires to provide long-term clerical services to the County; and

**WHEREAS**, the County has determined that it is legal, feasible, and cost-effective to contract for Clerical Services; and

**WHEREAS**, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250; and

**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, G1, G2, G3, H, I, J, K, L, N, Q, R, S, T, U, V, W, X and Y, 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 Sheet
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 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 - COVID-19 Vaccination Certification of Compliance and Confidentiality Forms
  - G1 - Contractor Acknowledgement and Confidentiality Agreement
  - G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
  - G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O - Intentionally Omitted
- 1.16 EXHIBIT P - Intentionally Omitted
- 1.17 EXHIBIT Q - Background Request Forms
- 1.18 EXHIBIT R - Contract Discrepancy Report
- 1.19 EXHIBIT S - Employee's Acknowledgement of Employer

- 1.20 EXHIBIT T - Defaulted Property Tax Reduction Program/Form
- 1.21 EXHIBIT U - Confidentiality of CORI Information
- 1.22 EXHIBIT V - Performance Requirements Summary (PRS) Chart
- 1.23 EXHIBIT W - Job Description
- 1.24 EXHIBIT X - Duty Statements
- 1.25 EXHIBIT Y - List of Designated Probation Locations

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

## 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 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
  - 2.1.1.2 **Contract:** This agreement executed between the County and the 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.
  - 2.1.1.3 **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.
  - 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

- 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.
- 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **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.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **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 the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

### 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 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 one (1) year period commencing July 1, 2023 through June 30, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains a database that tracks/monitors the Contractor's 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 the County of Los Angeles Probation 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 the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The annual Contract Sum, inclusive of all applicable taxes, is estimated at **\$6,733,053** as long as the total number of hours does not exceed 253,760. If the total annual number of hours does exceed 253,760, payment shall continue to be made at the agreed upon per hour rates. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein. The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet). The Contractor shall retain all relevant

supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

## **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 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 Probation 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 the 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract shall not constitute a waiver of the 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 Sheet) 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 Sheet).
- 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 15<sup>th</sup> calendar day of the month following the month of service.

**PROP A – Living Wage Program:**

**No invoice will be approved for payment unless the following is included:**

**Exhibit L – Payroll Statement of Compliance**

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

**County of Los Angeles Probation Department  
Attention: Fiscal Department, P-73  
9150 East Imperial Highway  
Downey, California 90242**

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program 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 Intentionally Omitted**

**5.6 Intentionally Omitted**

## **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 Contract Manager**

- 6.2.1 The role of the County's Contract Manager may include:
  - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no

event shall the 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 the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Program Manager**

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

- 6.3.1.1 Meeting with the Contractor's Project Director 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 the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

### **6.4 County's Contract Monitor**

- 6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all the 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 Staff**

- 7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

## **7.3 Approval of Contractor's Staff**

- 7.3.1 The 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 Director.

## **7.4 Contractor's Staff Identification**

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

## **7.5 Background and Security Investigations**

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

## **7.6 Confidentiality**

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.6.1 The 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 The Contractor shall inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
  - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

- 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
- 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, the County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.
- 7.6.4 Confidentiality of Adult and Juvenile Records
- By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.
- 7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign as provided in Exhibit U

(Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

- 7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

## **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 the Chief Probation Officer 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 the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, 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 Chief Probation Officer 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, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, 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 delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 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 the 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, 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.

### **8.3 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 thirty (30) 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 fifteen (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 Program 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 Program 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, the 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 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the 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**

8.8.2.1 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.

8.8.2.2 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) the 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.

- 8.8.2.3 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.
- 8.8.2.4 The Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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 Layoffs or are on a County 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. The Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto: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 the 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:

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

#### **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. The 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, the County may make any necessary repairs. All costs incurred by the County, as determined by the 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 Counterparts and Electronic Signatures and Representations**

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

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

## **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 the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the 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 the 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 the Contractor's failure to perform arises out of a force majeure event, the 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**

- 8.23.1 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 or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

- 8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations

pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the 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 the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the 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 the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates 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 sent to:

**Yvonne Humphrey, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**E-mail address: [Yvonne.Humphrey@probation.lacounty.gov](mailto:Yvonne.Humphrey@probation.lacounty.gov)  
Fax #: (562) 658-2307**

- 8.24.2.6 The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the 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 the Contractor and/or the 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 the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The 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.

#### **8.24.4 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the 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 the 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**

The 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 the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the 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 the County.

#### **8.24.7 Contractor's Insurance Shall Be Primary**

The 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 the 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 the 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**

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the County with each subcontractor's separate evidence of insurance coverage. The 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 the Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

The 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 the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the 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. The 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**

The 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, the 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 the County's determination of changes in risk exposures.

### **8.25 Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 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 the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which

includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the 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 the 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 the 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 Intentionally Omitted**

##### **8.25.4.2 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 \$2 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.

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Intentionally Omitted**

##### **8.25.4.5 Intentionally Omitted**

##### **8.25.4.6 Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service;

introduction, implantation or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### **8.25.4.7 Intentionally Omitted**

### **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, 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 Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, 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 Chief Probation Officer, 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 Exhibit V (Performance Requirements Summary (PRS) Chart), 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 Subparagraph 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 Subparagraph 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 the 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 the 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 Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer, 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:

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

### **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 Chief Probation Officer 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 Program Manager. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of the 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 Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 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.

- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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 materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information 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 materials and information at such other location.

## **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 Contract Manager 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, the 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, the Contractor shall ensure delivery of such documents to:

**Yvonne Humphrey, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
E-mail address: [Yvonne.Humphrey@probation.lacounty.gov](mailto:Yvonne.Humphrey@probation.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 the County's Contract Manager:

8.43.1.1 The Contractor has materially breached this Contract; or

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

Unless the Contractor qualifies for an exemption or exclusion, the 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 the 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 the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the 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**

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

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The 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 the Contractor's staff pursuant to this paragraph shall not relieve the 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 Hiring Practices**

The Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. The 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 Proposer/Contractor 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.

## **8.59 Injury and Illness Prevention Program**

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

## **8.60 COVID-19 Vaccinations of County Contractor Personnel**

- 8.60.1 At Contractor's sole cost, the Contractor shall comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\) of County Code](#) Title 2 – Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.60.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson & Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3)

Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor must also provide written notice to the County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor must retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by the County.

8.60.4 The Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel’s testing results. The Contractor must provide such records to the County for audit purposes, when required by the County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by the County or other applicable law, regulation, or order.

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, the Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Compliance with the County's Living Wage Program**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract:

9.1.2.2 For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor,

which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- 9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to

pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its employees. All certified monitoring reports shall be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of the Contractor's employees.

#### **9.1.7 Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this paragraph, the County shall have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County

that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### **9.1.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or the County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for

services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and

- c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
- 2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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

#### **Inadvertent Access Language**

- 9.2.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the 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 foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The 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, the Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify the County Program Manager 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, the Contractor shall indemnify, defend, and hold harmless the 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 the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

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**IN WITNESS WHEREOF**, the 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.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
KAREN L. FLETCHER  
INTERIM CHIEF PROBATION OFFICER

APPLEONE EMPLOYMENT SERVICES

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON  
COUNTY COUNSEL

By \_\_\_\_\_  
JASON C. CARNEVALE  
DEPUTY COUNTY COUNSEL

**EXHIBIT A**

**STATEMENT OF WORK**

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## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **1.0 SCOPE OF WORK**

The Contractor shall provide individuals with appropriate experience and/or education to perform complete typing/clerical duties as well as other types of office functions for long-term interim assignments to the County of Los Angeles Probation Department (Probation). Services shall be provided at up to thirty-nine (39) Designated Probation Locations listed in Exhibit 6 (List of Designated Probation Locations). One hundred and twenty-two (122) qualified skilled typists must be available on any given day. Clerical services shall be provided on Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Contractor shall provide one clerk at each office for receptionist coverage on, but not limited to, one evening per month as determined by the County between the hours of 5:00 p.m. and 8:00 p.m. In special circumstances, projects or assignments as determined by the County, the Contractor may also be required to provide clerical services outside the 8:00a.m. to 5:00p.m. schedule on a mutually agreed upon basis. Due to population changes, budgetary constraints and other needs, the County reserves the right to schedule greater or fewer personnel than herein described to meet operational considerations. The Contractor shall maintain files at its place of business that document and support the Contract employees' skill levels.

#### **2.0 SPECIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES**

2.1 A sample of the types of functions and duties which Probation may require are as follows:

##### **2.1.1 Skilled Typist**

2.1.1.1 The skilled typist shall use computers and standard electric typewriters (as needed). Job duties include typing forms, correspondence and envelopes with correct spelling, punctuation and making corrections as required, and forming simple tabulations. The Contractor's employees must have one year of office clerical experience in typewriting, or a certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. The Contractor's employees must have experience in general typing with a necessary minimum typing speed of forty (40) net words per minute (w.p.m.).

2.1.1.2 The skilled typist under County supervision will perform all clerical services necessary to process juvenile and/or adult probation cases. The Contractor is expected to provide capable, qualified, and dependable employees on a daily basis. Employees must be willing and available to work for long-term assignments of at least twelve (12) months duration.

2.2 The Contractor shall provide clerical personnel who will meet the following requirements:

2.2.1 Possess general clerical skills, such as filing and answering phones;

2.2.2 Must possess working knowledge of Microsoft products such as Word, Excel and Teams;

2.2.3 All personnel must be able to read, write, spell, speak, and understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required. The current number of Spanish speaking clerks required is fifty-five (55);

2.2.4 Be temperamentally capable of meeting and handling the public;

2.2.5 Have good work habits;

2.2.6 Be able to get to work on time; and,

2.2.7 Be capable of performing the specific assignments described in Exhibit W (Job Description) and Exhibit X (Duty Statements).

## **2.3 Delivery**

The Contractor will be required to provide personnel within twenty-four (24) hours after receipt of an order. However, if the required number of personnel has not arrived within forty-eight (48) hours, the County reserves the right to cancel the order and purchase the services from other sources. The County also reserves the right to bill the Contractor for any excess costs for similar services acquired by the County from other sources.

## **2.4 Overtime**

Overtime (as defined by California's Industrial Welfare Commission) is allowable only with prior authorization by the designated Probation representative at the contractually agreed hourly rate.

## **2.5 Assignment of Unqualified Personnel**

The County reserves the right to require any personnel of the Contractor assigned to the County to take an on-site performance test to determine typing skills. In the event the Contractor's personnel fail to meet the minimum typing standards, the Contractor shall immediately replace personnel within twenty-four (24) hours with personnel possessing the required skills. The County shall not be charged by the Contractor for the services of the replaced employee(s).

## **2.6 Self-Monitoring Reports**

The Contractor shall prepare monthly reports that indicate the level of and type of services rendered to Probation. The Contractor will submit this report to the County Contract Monitor and the County Program Manager by the 10<sup>th</sup> working day of the following month for which services were rendered. Report format and content is subject to final County review and approval.

## **2.7 Addition/Deletion of Facilities**

The Contractor is responsible for providing clerical services at Designated Probation Locations. Facilities, work force, and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by Probation. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

## **3.0 QUALITY CONTROL PLAN**

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit V (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in

Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.

- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of data.

#### **4.0 QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial actions taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

##### **4.1 Performance Evaluation Meetings**

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.
- 4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and

replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

#### **4.4 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit R (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

#### **4.5 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.

### **5.0 DEFINITIONS**

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit V (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.3 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 5.4 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.

- 5.5 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor - Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.7 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.8 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.9 Participant Records - Personal and social history, including criminal information of adult and juvenile offenders. The records include legal documents and other information which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by Probation.
- 5.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators for the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.11 Quality Assurance Plan – The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.12 Quality Control Plan - All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.13 Subcontractor – Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with Paragraph 8.40 "Subcontracting" of the Contract.
- 5.14 Workday – Monday through Friday, 8:00a.m. to 5:00p.m., PT, excluding County recognized Holidays. Normal workdays include two (2) 15-minute rest breaks which will be compensated by the County, and a thirty (30) or sixty (60) minute lunch period which will not be compensated by the County.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

#### **6.2 Furnished Items**

The County shall not provide materials, equipment and/or services necessary to operate this Contract except as listed below.

##### **6.2.1 Equipment**

- 6.2.1.1 The County will provide all office equipment necessary to perform the services described hereunder.
- 6.2.1.2 In the event the Contractor's employees damage County equipment or the facility by reason of abuse or carelessness as determined by the County, the Contractor will repair or replace as determined by the County, any and all damages to equipment and facility within fifteen (15) calendar days. In the event the Contractor does not repair or replace equipment or damage to facility, the County will do so and will charge the Contractor for all expenses by deducting such payment from the Contractor's monthly invoice(s).

### **6.2.2 Facility**

Workspace for contract personnel is provided within assigned work location.

### **6.2.3 Parking**

Parking for the Contractor's personnel will be provided when available. In the event the County implements paid parking, the Contractor will be responsible for paying the parking fee. The County is not responsible for any damage to vehicles owned by the Contractor or the Contractor's employees.

### **6.2.4 Forms**

The County will provide all necessary forms to process Probation cases and the letterhead required to perform the services contained in this Contract.

## **CONTRACTOR**

### **6.3 Project Director**

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m. PT, Monday through Friday, excluding County recognized holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have at least three (3) years within the last five (5) years of demonstrated experience in providing clerical services.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak and understand English.

- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County recognized holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.

#### **6.4 Personnel**

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve all staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Exhibit U (Confidentiality of CORI Information).
- 6.4.3 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.4 The County reserves the right to have the County's Program Manager or a designated alternate, interview all prospective employees or agents of the Contractor.
- 6.4.5 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.6 The Contractor shall provide the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period on a monthly basis.

- 6.4.7 Personnel provided by the Contractor shall present a professional appearance and be properly attired. The County reserves the right to determine what constitutes professional attire.
- 6.4.8 When personnel are needed for a job with public contact, the County's Program Manager may, at his or her sole discretion, direct the Contractor to replace any of the staff the County's Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Probation clients.
- 6.4.9 The Contractor shall have available two (2) persons who have received approximately fourteen (14) working days of on-site training at the Contractor's expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hour notice. The County shall compensate Contractor only for hours worked by those alternate employees.
- 6.4.10 The Contractor shall assign an appropriate number of employees to perform all required work to satisfy the terms of the Contract.
- 6.4.11 The Contractor shall not employ any person under the age of twenty-one (21) years for positions within Probation offices.

## **6.5 Identification Badges**

The Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

## **6.6 Intentionally Omitted**

## **6.7 Training**

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

## **6.8 Contractor's Office**

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

**answer calls received by the answering service within two (2) hours of receipt of the call.**

## **6.9 Security**

6.9.1 The Contractor's employees are subject to reasonable dress codes under the Contract; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbances; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search of their person and property at any time; and are otherwise subject to all applicable laws, rules and regulations of the facility.

6.9.2 The Contractor shall immediately report to the clerical supervisor any accidents and/or loss of equipment and supplies.

## **7.0 HOURS/DAYS OF WORK**

The Contractor shall be required to provide clerical services Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County recognized holidays. The Contractor shall provide one clerk at each office for receptionist coverage at least, but not limited to, one evening each month as determined by the County between the hours of 5:00 p.m. and 8:00 p.m. In special circumstances, projects or assignments as determined by the County, the Contractor may be required to provide clerical services outside the 8:00 a.m. to 5:00 p.m. schedule as mutually agreed upon.

## **8.0 INTENTIONALLY OMITTED**

## **9.0 UNSCHEDULED WORK**

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.

## **10.0 INTENTIONALLY OMITTED**

## **11.0 INTENTIONALLY OMITTED**

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract

and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly set forth in the Contract and the SOW, that service will be null and void and place no obligation on the Contractor.

- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit V (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:
  - 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
  - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
  - 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
  - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

## PRICING SHEET

The undersigned offers to provide all labor and supplies necessary to provide Clerical Services at Designated Probation Locations for the Los Angeles County Probation Department as set forth in this RFP.

Said work shall be done for the period prescribed and in the manner set forth in said Statement of Work and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposal fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Designated Probation Locations, County of Los Angeles – Probation Department in accordance with Appendix A, Statement of Work, set forth in this RFP.

## I PROPOSE A FIXED RATE/FEE FOR THE REQUIRED SERVICES AS FOLLOWS:

	Regular Hourly Rate	Overtime Hourly Rate
Skilled Typist	\$ 25.18	\$ 37.77

Carlton G. Bryant

Executive Vice President

Print Name of Authorized Signer

Title

12/06/2021

Signature

Date

## COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
STAFFING PLAN

<b>COMPANY NAME</b>	AppleOne Employment Services
<b>COMPANY ADDRESS</b>	18538 Hawthorne Blvd, Torrance, CA 90504
<b>PROJECT</b>	Clerical Services
<b>DEPARTMENT NAME</b>	Probation

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S) (Back-ups)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HOURS							COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	TOTAL HRS	HIRE DATE	TERMINATION DATE
								MON	TUE	WEDS	THURS	FRI	SAT	SUN					
Altamira	Sandra Allison AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	5/1/2013	N/A
Altamira	Adrian Brown AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/19/2012	N/A
Altamira	Deborah Calix AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/2/2014	N/A
Altamira	Karina Chavez AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	11/25/2013	N/A
Altamira	Alejandro Corona AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/23/2012	N/A
Altamira	Carlos Flores AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/18/2012	N/A
Altamira	Cecilia Harris AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/28/2015	N/A
Altamira	Jason Kim AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/11/2016	N/A
Antelope Valley 4th Street	Reanna Henry	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/21/2015	N/A
Antelope Valley 4th Street	Phyllis Hunter	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	10/6/2014	N/A
Antelope Valley 4th Street	Esle Long	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/31/2015	N/A
Antelope Valley 4th Street	Ashley Robertson AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	10/3/2012	N/A
Centinel	Elizabeth Borton	Skilled Typist	0	Mon-Fri 7:00am-3:30pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A
Centinel	Luisa Cabrera	Skilled Typist	0	Mon-Fri 6:00am-2:30pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/22/2015	N/A
Centinel	Melvin Jackson AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/4/2012	N/A
Centinel	Chantal Lopez	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/30/2012	N/A
Central Placement	Emeralda Lopez	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/9/2015	N/A
Central Placement	Portia Rayfield	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	6/4/2012	N/A
Central Placement	Marilyn Portillo	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/9/2015	N/A
Central Placement	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Central Records	Lela Adams	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/17/2014	N/A
Central Records	Sandra Allen	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/21/2015	N/A

## COUNTY OF LOS ANGELES

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S) (Back-ups)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HOURS							COUNTY TOTAL HRS	NON-CITY TOTAL HRS	TOTAL HRS	HIRE DATE	TERMINATION DATE
								MON	TUE	WEDS	THURS	FRI	SAT	SUN					
Central Records	Julius Beauvais	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/18/2014	N/A
Central Records	Ima Carrillo	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/4/2013	N/A
Central Records	Ashlee Crozier	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/17/2015	N/A
Central Records	Mark Franklin	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/23/2015	N/A
Central Records	Doretha Ford	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	5/14/2013	N/A
Central Records	Patrice Harris-Moore	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/13/2014	N/A
Central Records	Tyla Hines	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A
Central Records	Leonda Jamie	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A
Central Records	Cerith King	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/23/2015	N/A
Central Records	Shawn Speights	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A
Citation Diversion	Bruno Alge	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/16/2015	N/A
Citation Diversion	Billie Balaz Asprer	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/21/2015	N/A
Citation Diversion	Juan Baltes	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/1/2014	N/A
Crenshaw	Lollia Lewis AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	11/9/2015	N/A
Crenshaw	Dominique Knight	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/8/2016	N/A
Crenshaw	TBD AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Day Reporting Center	Jade Nathan AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/28/2015	N/A
East L.A.	Shamira Grey AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/8/2012	N/A
East San Fernando Valley	Stephanie Aviles AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/17/2013	N/A
East San Fernando Valley	Martha Corrales	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A
East San Fernando Valley	Kelly Cieneros	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/29/2015	N/A
East San Fernando Valley	Jimi St. James AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	11/13/2014	N/A
East San Fernando Valley	Katy Santa-Cuban	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/10/2014	N/A
East San Fernando Valley	Jacquelyn Whitman	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	11/2/2014	N/A
East San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
East San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
East San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A

## COUNTY OF LOS ANGELES

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S) (Back-ups)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HOURS							COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	TOTAL HRS	HIRE DATE	TERMINATION DATE
								MON	TUE	WEDS	THURS	FRI	SAT	SUN					
East San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Firestone	Gabriela Herrera	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/16/2015	N/A
Firestone	Ferdia Miles	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/16/2015	N/A
Firestone	Kimberly Winston AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/1/2016	N/A
Firestone	TBD AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Foothill	Chantel Curtis AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/7/2015	N/A
Foothill	Cindy Duran	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/21/2015	N/A
Foothill	Gina Massonelli	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/20/2015	N/A
Foothill	Maria Munoz AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/4/2012	N/A
Foothill	Akeya Williams	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/3/2014	N/A
Harbor	Guadalupe Lopez	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	5/25/2015	N/A
HQ-9150	Ana Lucia Anderson AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/11/2016	N/A
HQ-9150	Ivan Chaiman AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/10/2015	N/A
HQ-9150	Janey Floyd AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/11/2013	N/A
HQ-9150	Cessi Nash	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/20/2015	N/A
HQ-9150	Ashley Oraguz AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/29/2015	N/A
HQ-9150	Michelle Sanchez AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	5/20/2013	N/A
HQ-9150	Karen Washington AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	11/13/2012	N/A
HQ AB109 8625	Alisia Chasides AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/17/2015	N/A
HQ AB109 8625	Glisset Duarte	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/11/2016	N/A
HQ AB109 8625	Ana Villavazo AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/31/2015	N/A
HQ AB109 8625	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
IDC	Natalie Gutierrez	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	10/27/2014	N/A
IDC	Tim Harrell	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/20/2015	N/A
Long Beach	Shakonda Lawrence AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/19/2014	N/A
Long Beach	Jocelyn Rodriguez AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/5/2016	N/A
Long Beach	Deseree Salma AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/8/2013	N/A

## COUNTY OF LOS ANGELES

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								MON	TUE	WEDS	THURS	FRI	SAT	SUN					
Pacoima	Doris Brooks AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/16/2015	N/A
Pacoima	Christina Cardenas AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/16/2015	N/A
Pacoima	Kelly Phillips AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/1/2014	N/A
Pacoima	Kenneth Wilson AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/27/2015	N/A
Pacoima	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Pacoima	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Pomona	Brenda Baulista AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/11/2016	N/A
Pomona	Adete Nichols AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/1/2016	N/A
Pomona	Angelica Santana AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/13/2011	N/A
Pomona	Raedenia Freudenburg AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/17/2015	N/A
Pomona	Tanidra Walker AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/3/2012	N/A
Probation Training Center	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Probation Training Center	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Probation Training Center	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Rio Hondo	Engracia Cuevas	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/3/2012	N/A
Rio Hondo	Derly Carranza	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	1/20/2015	N/A
Rio Hondo	Elsine Reyes	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A
Rio Hondo	Arnetta Williams AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/4/2012	N/A
Rio Hondo	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Riverview	Richard Cervantes	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/31/2015	N/A
Riverview	Angelica Garcia-Chino	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/5/2012	N/A
Riverview	Blanca Cotero	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/21/2015	N/A
Riverview	Melissa Gomez	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/20/2015	N/A
Riverview	Bertha Hernandez	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/22/2016	N/A
Riverview	Luz Morales	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	4/6/2014	N/A
Riverview	Denise Ochoa	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/31/2014	N/A
Riverview	Esther Ramirez	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A

## COUNTY OF LOS ANGELES

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S) (Back-ups)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HOURS							COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	TOTAL HRS	HIRE DATE	TERMINATION DATE
								MON	TUE	WEDS	THURS	FRI	SAT	SUN					
Riverview	Presilla Santos	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/19/2015	N/A
Riverview	Elizabeth Torres	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/24/2015	N/A
Riverview	Carolina Vargas	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/30/2015	N/A
San Gabriel Valley	Virginia Arczate AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/1/2016	N/A
San Gabriel Valley	Violeta Rivas AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/19/2013	N/A
Santa Monica	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
South Bay	Rosalind Cannon AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/17/2012	N/A
South Bay	Yuri Ramirez AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	3/9/2015	N/A
South Bay	Defene Reynoso AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	9/24/2013	N/A
South Bay	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
South Central	Crystal Rodriguez AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/24/2015	N/A
South L.A.	Keisha McNeal AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	5/11/2015	N/A
South L.A.	Ana Crespin AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	2/1/2016	N/A
South L.A.	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
West L.A.	Donna Anderson AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	8/29/2015	N/A
West L.A.	Keith Warren AB109	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	12/28/2012	N/A
West San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
West San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A
West San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	8	F/T	\$17.14	8	8	8	8	8	0	0	40	0	40	TBD	N/A

**PROPOSER'S EEO CERTIFICATION**

Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services  
 Company Name

327 W. Broadway Glendale, CA 91204  
 Address

95-2580864  
 Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( X )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( X )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( X )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( X )	( )

  
 Signature

12/06/2021

Date

Carlton G. Bryant, Executive Vice President  
 Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY'S CONTRACT MANAGER:**

Name: Latasha Howard  
Title: Director, Contracts and Grants Management Division  
Address: 9150 East Imperial Highway  
Downey, California 90242  
Telephone: 562-940-2728 Facsimile: 562-658-2307  
E-Mail Address: Latasha.Howard@probation.lacounty.gov

**COUNTY'S PROGRAM MANAGER:**

Name: Michael Esparza  
Title: Special Assistant  
Address: 9150 East Imperial Highway  
Downey, California 90242  
Telephone: 562-940-3694  
E-Mail Address: Michael.Esparza@probation.lacounty.gov

**COUNTY'S CONTRACT MONITOR:**

Name: René Francis  
Title: Fiscal Officer I  
Address: 5555 Ferguson Drive, Ste. 3104  
Commerce, California 90022  
Telephone: 562-907-3007  
E-Mail Address: Rene.Francis@probation.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** AppleOne Employment Services**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT DIRECTOR:** Teresa Gomez

Name: Teresa Gomez  
Title: Project Manager  
Address: 18538 Hawthorne Blvd  
Torrance, CA 90504  
Telephone: 310-370-0708  
Facsimile: 310-370-7080  
E-Mail Address: tgomez@appleone.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Richard Wilke  
Title: Regional Vice President  
Address: 18538 Hawthorne Blvd  
Torrance, CA 90504  
Telephone: 310-370-0708  
Facsimile: 310-370-7080  
E-Mail Address: rwilke@appleone.com

Name: Rick H. Hagmann  
Title: Vice President-Operations & Client Services  
Address: 16371 Beach Blvd. Suite 240  
Huntington Beach, CA 92647  
Telephone: 866-493-8343  
Facsimile: N/A  
E-Mail Address: govservices@appleone.com

**Notices to Contractor shall be sent to the following:**

Name: AppleOne Employment Services - Government Services  
Title: \_\_\_\_\_  
Address: 16371 Beach Blvd. Suite 240  
Huntington Beach, CA 92647  
Telephone: 866-493-8343  
Facsimile: N/A  
E-Mail Address: govservices@appleone.com

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –**  
**Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor**  
**Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
 (the "Contractor"), certify that on County Contract \_\_\_\_\_ [ENTER  
 CONTRACT NUMBER AND NAME]:

\_\_\_\_\_ All Contractor Personnel\* on this Contract are fully vaccinated as required  
 by the Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required  
 by the Ordinance. The Contractor or its employer of record, has granted a  
 valid medical or religious exemption to the below identified Contractor  
 Personnel. Contractor will certify weekly that the following unvaccinated  
 Contractor Personnel have tested negative within 72 hours of starting their  
 work week under the County Contract unless the contracting County  
 department requires otherwise. The Contractor Personnel who have been  
 granted a valid medical or religious exemption are [LIST ALL  
 CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have authority to bind the Contractor and have reviewed the requirements above and  
 further certify that I will comply with said requirements.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company/Contractor Name

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME AppleOne Employment Services 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: Richard Wilke DATE: 3 / 17 / 23

PRINTED NAME: Richard Wilke

POSITION: Regional Vice President

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name AppleOne Employment Services Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: Richard Wilke DATE: 3 / 17 / 23PRINTED NAME: Richard WilkePOSITION: Regional Vice President

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

### **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**

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

**Chapter 2.201 - LIVING WAGE PROGRAM**

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

**Sections:****2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 - Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

### **2.201.030 - Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

### **2.201.040 - Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
  - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
  - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

**16) --- Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 - Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

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Chapter 2.201 LIVING WAGE PROGRAM

**2.201.060 - Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 - Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 - Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 - Exceptions.**

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 - 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. 99-0048 § 1 (part), 1999.)

## Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**PAYROLL STATEMENT OF COMPLIANCE**

I, Richard Wilke, Regional Vice President  
(Name of Owner or Company Representative) (Title)

Do hereby state:

- That I pay or supervise the payment of the persons employed by AppleOne Employment Services  
Company or Subcontractor  
on the Department of Probation(contract) that during the payroll period commencing on the  
Service, Building or Work Site  
\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_ day of \_\_\_\_\_  
Calendar Day of Month Month and Year Calendar Day of Month  
\_\_\_\_ all persons employed on said work site have been paid the full weekly wages  
Month and Year  
earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of  
AppleOne Employment Services from the full weekly wages earned by any  
Company Name  
person, and that no deductions have been made either directly or indirectly, from the full wages  
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR  
Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63  
Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

**I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.**

Print Name and Title	Owner or Company Representative Signature:
Richard Wilke, Regional Vice President	<i>Richard Wilke</i> Date: 3/17/23

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

**INTENTIONALLY OMITTED**

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
  - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected

Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- (e) Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles,**

**California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible: A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (f) The number of Individuals whose Protected Health Information is involved;
- (g) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (h) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (i) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (j) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (k) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (l) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
  - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor,

still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and

- 19.2 any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.3 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.4 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.5 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.6 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.7 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

ATTACHMENT B



COUNTY OF LOS ANGELES  
 PROBATION DEPARTMENT - INTERNAL AFFAIRS BUREAU  
 9150 East Imperial Highway  
 Downey, CA 90242  
**BACKGROUND REQUEST FORM**  
 Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Requesting Agency: \_\_\_\_\_  
 Agency Address: \_\_\_\_\_  
 City and Zip Code: \_\_\_\_\_  
 Agency Contact Person: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_  
 Fax No: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Lead Agency (if Different): \_\_\_\_\_

LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM - 4:00 PM

**Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.**

**Please have applicant arrive 15 min. prior to scheduled appointment.**

Completed by Requesting Agency				Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times	Appointment Date	Appointment Time

**Instructions to Applicants:**

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: California Driver's License or Identification Card)

**DATES:**

**Prepared:**

**Returned by Contractor:**

**Action Completed:**

### DISCREPANCY PROBLEMS:

Signature of County Representative

Date \_\_\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

Signature of Contractor Representative

Date \_\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

Signature of County Representative

Date \_\_\_\_\_

**COUNTY ACTIONS:**

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date

Contractor Representative's Signature and Date

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that AppleOne Employment Services is my sole employer for purposes of this employment.

I rely exclusively upon AppleOne Employment Services for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer AppleOne Employment Services and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: Richard Wilke

DATE: 3/17/23

NAME: Richard Wilke  
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s).

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services		
Company Address: 327 W. Broadway		
City: Glendale	State: CA	Zip Code: 91204
Telephone Number: (866) 493-8343	Email address: govnsolutions@appleone.com	
Solicitation/Contract For Clerical Services at Designated Probation Locations Services: RFP #6402107		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded Contract.

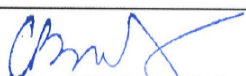
**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

\_\_\_\_\_

\_\_\_\_\_

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Carlton G. Bryant	Title: Executive Vice President
Signature: 	Date: 12/06/2021

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of AppleOne Employment Services, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any AppleOne Employment Services employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Richard Wilke  
(Signature)

Richard Wilke  
Name (Print)

Regional Vice President  
Classification

3/17/23  
Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWED DEVIATION (AQL)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL</b>
Overall compliance with Statement of Work (SOW), Scope of Work. (Appendix A, 1.0)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Overall compliance with Statement of Work (SOW), Specific Tasks. (Appendix A, 2.0)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. (Appendix A, 3.0)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to providing services. (Appendix C, 7.5.1)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per employee per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Appendix C, 7.5.2)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per employee per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWED DEVIATION (AQL)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL</b>
The Contractor shall reimburse County for record check. (Appendix C, 7.5.6)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per employee per occurrence
The Contractor in compliance with Standard Terms and Conditions. (Appendix C, 8)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	Up to \$50 per occurrence

## JOB DESCRIPTION

**Skilled Typist** Definition: Does skilled typing on a typewriter or computer, possesses ability to produce typed copy, and performs specialized clerical work.

Example of Duties:

Typewrites abstracts of documents requiring extreme accuracy or independent judgment in selecting information.

Operates a computer entering, editing, storing and retrieving data to produce typed copy of a variety of documents using established coding and stored formats.

Produces rough and final typed copy of a variety of documents requiring individualized formats such as letters, forms, charts, and reports; makes entries from typed, written, or dictated material; uses appropriate coding instructions to control spacing and format, and to enter, edit, store, and retrieve data.

Processes documents according to a predetermined but specialized procedure for such purposes as recording and coding court papers.

Checks documents for completeness, accuracy, and compliance with legal and other requirements.

Answers questions and gives information to the public.

Keeps records of a nature requiring specialized knowledge, discrimination and judgment in the selection, compilation, or computation of data to be included.

Operates office machines such as calculators, personal computers, photocopying machines, facsimile machines and scanners.

Compares or segregates documents in Probation files where specialized knowledge of the function and more than a routine check for accuracy are involved.

Performs receptionist duties, answer telephones and takes messages.

Answers telephone inquiries and provides directions to the public.

Processes court documents.

**JOB DESCRIPTION**

Compile and type reports.

Minimum Requirements

See typical Duty Statement, Technical Exhibit 5

Typing Rate: **Forty (40) net words per minute.**

One year office clerical experience involving a computer or a certificate of Associate of Arts degree in clerical procedures or office administration from an accredited college.

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**DUTY STATEMENTS**

This exhibit provides typical samples of specific tasks which a clerk will be required to learn and perform within established standards. The actual duty statement will vary depending upon the office. These duties include but are not limited to the following:

**Job Function:       Juvenile Investigation**

- Processes petitions and referrals from police and other agencies
- Enter required data into computer
- Access Juvenile Probation systems and input data
- Process District Attorney (DA) packets
- Prepare Division of Juvenile Justice (DJJ) packet
- Close 652 case
- Process double Juvenile Automated Index (JAI) and Probation Department Juvenile (PDJ) numbers
- Process juvenile restitution and fines

**Job Function:       Juvenile Supervision**

- Process JAI alert lists, late lists, and calendar lists
- Process and distribute Juvenile Court reports and Civil Court reports
- Process minute orders/box copies
- Process bench warrant case
- Set-up case for supervision
- Enter court disposition into Juvenile Probation systems
- Process supervision case transfers
- Process juvenile expirations
- Close civil court case

**DUTY STATEMENTS**

- Process dismissal/termination/DJJ/out-of-County transfer case
- Process juvenile restitution and fines
- Process placement packets
- Process forms for Foster Care Information System (FCIS)

**Job Function:       Adult Investigation**

- Process Application for Probation (IB) and court referrals
- Process District Attorney files
- Access and/or input data into the Adult Probation Systems (APS) and the Trial Court Information Systems (TCIS)
- Process cancellation of probation number
- Consolidate files
- Access Justice Data Interface Controller (JDIC) terminal upon request for information
- Process court ordered dispositions
- Calendar IBs and referrals
- Process court minute orders

**Job Function:       Adult Supervision**

- Calendar set-on slips and motions
- Forward court reports to court (supervision and investigation)
- Process court orders in APS
- Process request for missing court orders
- Process court orders and prepare other case documents
- Process new supervision case (adult trims)

**DUTY STATEMENTS**

- Process subsequent court-ordered dispositions
- Process supervision case
- Process case transfers
- Process adult expirations
- Process bench warrant pick-ups and supplementals
- Process adult restitution and fines

**Job Function: Receptionist**

- Answer telephones
- Take messages
- Meet the public
- Initiate the IB process
- Contacts Deputy Probation Officer to inform him/her of clients waiting
- Access juvenile and adult systems for lookups

**Job Function: Auxiliary Services**

- Photocopy documents
- Process mail
- Liaison between court and County agencies
- Send Western Union messages
- Type gram, memorandums, letters, forms, etc.
- Compile information and prepare reports
- Seal records
- Interpret for Spanish-speaking clientele

**DUTY STATEMENTS**

- Video conferencing appointments
- Provide assistance on the Kiosk
- Preparation of files for digital imaging and perform quality control on returned files
- Perform miscellaneous task

**Job Function: File Room**

- Pick-up file room work from other sections and distribute to appropriate desk
- Pull behavior chart from file and send to unit (if re-admit)
- Pull file folders from active files
- File papers and behavior charts in file folder
- Make record searches in response to telephone or special inquiries
- Process contents of Behavior Chart for sealing
- Prepare contents of Behavior Charts for storage and destruction
- Conduct weekly audits of files

**Job Function: Personnel Office**

- Maintain Monthly Staffing Report
- Maintain Thirty (30) Days Absence Report
  - ✓ Log any staff out for medical and/or industrial Injury 30 days or more
  - ✓ Distribute to Superintendent and Directors, Return to Work Unit and Superintendent
- Type face sheet
- Make copies of Master cards for the current year and previous year
- Pull personnel files
- Distribute file(s) and master card(s) to their Director

**DUTY STATEMENTS**

- Receive completed evaluation check, sign, and distribute Pay Stubs
- Check to make sure there is a check stub for each staff member
- Distribute to staff, who sign for stubs
- Parking Stickers
- Filing
  - ✓ File all paperwork in staff personnel files
- Industrial Injury
  - ✓ Ensure proper completion of forms
  - ✓ Make copies (supervisor and medical files)
  - ✓ Send forms to Return to Work Unit at Probation Headquarters
  - ✓ Log incident on Industrial Tracking Log
- Mail
  - ✓ Distribute all mail received from Headquarters
  - ✓ Maintain Bulletin Board with current and pending information

**Personnel Action Request (PARS)**

- ✓ Type forms
- ✓ Distribute to Probation Headquarters.
- ✓ Get signature from Superintendent

**Job Function: Work Order Clerk**

- Upon receiving a Work Order request, the Management Services Bureau (MSB) Work Order Clerk shall enter the request into the Work Order Tracking log and contact the Internal Services Department (ISD) by phone or fax to report the repair.
- On a daily basis, the Work Order Clerk shall review the log to determine which Work Order requests have not been accomplished.

## DUTY STATEMENTS

- Fulfilled Work Orders shall be verified by the Work Order Clerk by entering the living unit and ensuring repairs have been completed. If it's discovered that Work Order requests have not been accomplished, the Work Order Clerk shall follow up with a telephone call to ISD and inquire as to the date the repair will be made and note their discussion in the log.
- The Work Order Clerk shall process all "Emergency" repair requests immediately. The status of these emergency requests for service will be monitored intently until completion.

**\*LIST OF DESIGNATED PROBATION LOCATIONS**

AB 109 HQ 9525 E. Imperial Highway Downey, CA 90242	ESF Valley Office 14414 Delano Street Van Nuys, CA 91401	Proposition 63 5555 Ferguson Dr. Commerce, CA 90022
AB 109 Pacoima Office 13557 Van Nuys Blvd. Pacoima, CA 91331	Firestone Area Office 8526 S. Grape Street Los Angeles, CA 90001	Reentry Opportunity Ctr. 3965 S. Vermont Avenue Los Angeles, CA 90037
AB 109 South L.A. Street 236 E. 58 <sup>th</sup> Street Los Angeles, CA 90011	Foothill Area Office 300 E. Walnut Street, Rm. 200 Pasadena, CA 91101	Rio Hondo Area Office 8240 S. Broadway Whittier, CA 90606
Alhambra-AB 109 PRC 200 W. Woodward Ave. Alhambra, CA 91801	Harbor Area Office 3221 Torrance Blvd. Torrance, CA 90503	Riverview Office 12310 Lower Azusa Road Arcadia, CA 91006
Antelope Valley Juvenile Probation Office 43917 Division Street Lancaster, CA 93535	Intake & Detention Control 1601 Eastlake Avenue Los Angeles, CA 90033	San Gabriel Valley Area Office 11234 E. Valley Blvd., Ste. 302 El Monte, CA 91731
Antelope Valley Office 42011 4 <sup>th</sup> Street W., Ste. 1900 Lancaster, CA 93534	Long Beach Area Office George Deukmejian Courthouse 275 Magnolia Avenue, Ste. 1985 Long Beach, CA 90802	Santa Monica Area Office 1725 Main Street Santa Monica, CA 90401
Antelope Valley Regional Office AB 109 43423 Division Street Lancaster, CA 93534	Lynwood Regional Justice Ctr. 11701 Alameda street Lynwood, CA 90262	South Bay Area Office-AB 109 1299 Artesia Blvd. Carson, CA 90746
Centinela Area Office 1330 W. Imperial Highway Los Angeles, CA 90044	Martin Luther King Behavioral Health Center 12021 South Wilmington Ave. Los Angeles, CA 90059	South Central Area Office 200 W. Compton Blvd., Ste.300 Compton, CA 90220
Central Adult Investigation 320 W. Temple Street, Rm. 180 Los Angeles, CA 90012	Northeast Juvenile Justice Ctr. 1601 Eastlake Avenue Los Angeles, CA 90033	Valencia Sub-Office 23759 Valencia Blvd. Valencia, CA 91355
Central Placement Office 8300 S. Vermont Avenue Los Angeles, CA 90044	Pomona Valley Area Office 1660 W. Mission Blvd. Pomona, CA 91766	Van Nuys Juvenile 7555 Van Nuys Blvd. Van Nuys, CA 91405
Central Records Hall of Records Building 320 W. Temple Street, Rm. 100 Los Angeles, CA 90012	Pretrial Services 3530 Wilshire Blvd., Ste. 501 Los Angeles, CA 90010	West Los Angeles Area Office AB 109 11151 Missouri Avenue Los Angeles, CA 90025
Citation Diversion – JDRC 6640 Van Nuys Blvd., Ste. 200 Van Nuys, CA 91405	Pretrial Services-AB 109 Dept. 83 433 Bauchet Street, Ste. 100 Los Angeles, CA 90012	*County reserves the right to determine actual number of contract employees assigned to each work location and to change the designated locations
Day Reporting Center 5811 S. San Pedro Street Los Angeles, CA 90011	Probation HQ 9150 E. Imperial Highway Downey, CA 90242	
E.L.A. Area Office & G.A.N.G. 4849 Civic Center Way Los Angeles, CA 90022	Probation Training Ctr. 3300 Sandoval Avenue Pico Rivera, CA 90660	

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT  
PROP A REVIEW - CLERICAL SERVICES FOR FIELD AREA OFFICES  
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS  
FOR THE PERIOD FROM JANUARY 1, 2023 - DECEMBER 31, 2023

**COUNTY COSTS****Direct Costs**

<u>Salaries -</u>	(1)	2022-23 Max Salary	No. of Positions	No. of Months	Total
<u>Classification</u>					
(2) Intermediate Typist Clerk		4,323.82	143.00	1,716	7,419,675.12
(3) Payroll Clerk II		5,588.36	1.00	10	55,883.60
(3) Admin. Services Manager I		9,448.00	1.00	10	94,480.00
			145.0		
					7,570,038.72
		Add: Cost of Living Adjustment (COLA)		(4)	63,216.95
		Less: 5th Step Salary Savings		(5)	(493,352.58)
		Total Direct Salaries			7,139,903.09
<b>Employee Benefits</b>				(6)	4,367,550.12
<b>Total Salaries &amp; Employee Benefits</b>					11,507,453.21
<b>Indirect Costs</b>				(7)	-
<b>Total Estimated Avoidable Costs</b>					11,507,453.21

**CONTRACTING COSTS****Direct Costs**

Contract costs	6,089,332.32
----------------	--------------

**Indirect Costs**

643,720.80

Total Contract Costs (Direct plus Indirect)	6,733,053.12
---	--------------

Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	4,774,400.09
--	--------------

Percent of Savings	41.49%
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**CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES**

- I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses". The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal, and Nuestra Comunidad.

- II. A list of firms from which the Department solicited offers:

The Probation Department's Clerical Services Bidder's list is attached. (Attachment III-A)

- III. On final analysis and consideration of award, Howroyd-Wright Employment Agency, Inc., DBA AppleOne Employment Services was selected without regard to sex, religion, race, color, or creed.

- IV. The Organization Information Form for Howroyd-Wright Employment Agency, Inc., DBA AppleOne Employment Services is attached as Attachment 111-B

# Clerical Services Bidder's List

	Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Fax Number	Contact E-Mail
1	A.P.R. CONSULTING, INC.	22632 GOLDEN SPRINGS DRIVE, STE. 330	DIAMOND BAR	CA	91765				
2	A.P.R. CONSULTING, INC.	3200 El Camino Real, Suite 130	Irvine	CA	92602				
3	Accountants Inc.	111 Anza Boulevard, Suite 400	Burlingame	CA	94010		(562) 468-0111		
4	Act 1 Personnel Services	18520 Hawthorne Blvd.	Torrance	CA	90504	Candice Moore	310.371.2151		<a href="http://www.act-1.com">www.act-1.com</a>
5	Act 1 Personnel Services	18522 Hawthorne Blvd.	Torrance	CA	90504				
6	ADECCO	801 N. Brand Blvd., Suite 185	Glendale	CA	91203				
7	Alternatives & Solutions, Inc.	4497 Emerald Street	Torrance	CA	90503				
8	Apple One - Human Resources Consultant	888 South Figueroa Street, Suite 170	Los Angeles	CA	90017				
9	Career Advantage Personnel Service	1215 East Airport Drive, Ste. 125	Ontario	CA	91761				
10	Career Strategies	21031 Ventura Blvd., Suite 1005	Woodland	CA	91364	Dionne Thanstrom	818.883.0440		
11	Cawley Personnel Services	180 S, Lake Avenue	Pasadena	CA	91101				
12	CGF Business Solutions, Inc.	3631 Agnes Ave.	Lynwood	CA	90262	Ann Starkey			
13	Change Lanes	43424 Copeland Circle, Suite A	Lancaster	CA	93535	Cynthia Spears			
14	Charlotte Asberry	3530 W. 27th Street	Los Angeles	CA	90018				

# Clerical Services Bidder's List

15	Chrysalis Labor Connection	516 S. Main Street	Los Angeles	CA	90013				
16	Compton Chamber of Commerce	205 South Willowbrook	Compton	CA	90220				
17	DNICA	5606 Geer Avenue	Los Angeles	CA	90016				
18	E. Reider Enterprises	4660 W. Point Loma Blvd.	San Diego	CA	92107				
19	Eagle Transcribing Services	19252 Worchester Lane	Huntington Beach	CA	92627				
20	Emerald Agency	6080 Center Drive, 6th Floor	Los Angeles	CA	90045				
21	Extra Job Employment Agency	13458 Verdura Avenue	Downey	CA	90242				
22	Helpmates-Staffing Services	700 S. Flower St., Suite 410	Los Angeles	CA	90017	Julia Bolden, Branch Manager			
23	IDI Personnel Services	3550 Santa Anita Ave., Ste. A	El Monte	CA	91731				
24	Jacqueline B. & Associates, Inc.	1010 Cumberland Road	Glendale	CA	91202				
25	Jaro's Professional Word Processing Service	3436 West 43rd Street	Los Angeles	CA	90008				
26	Jasco Word Processing Services	1904 East San Luis Street	Compton	CA	90220				
27	Jean Houston, Fifth Supervisorial District	869 K. Hahn Hall of Administration	Los Angeles	CA	90012				
28	Jorema, Inc.	2419 11th Avenue	Los Angeles	CA	90018				
29	KIMCO	12070 Telegraph Road, Suite 300	Santa Fe Springs	CA	90670				

# Clerical Services Bidder's List

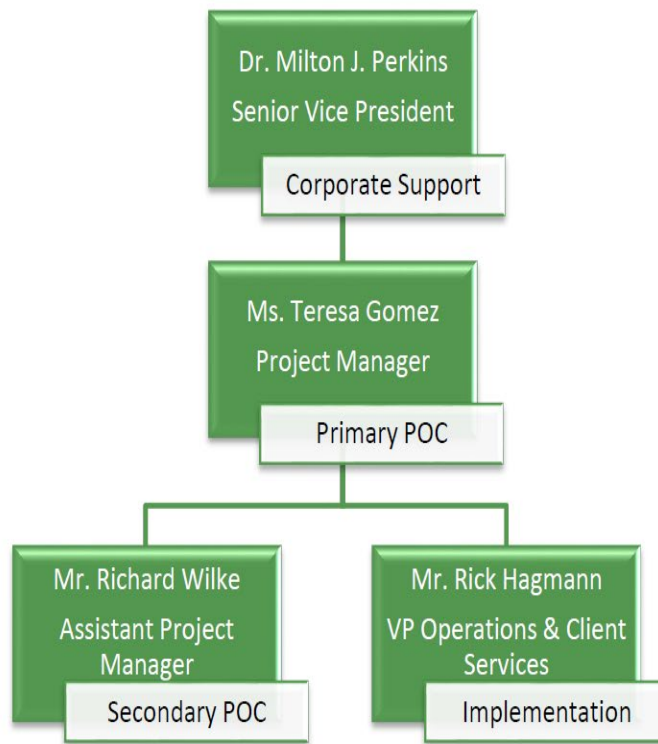
30	Ladera Career Paths	6820 La Tijera Blvd., Ste. 217	Los Angeles	CA	90670				
31	Latino Chamber of Commerce	P.O. Box 173	Compton	CA	90223				
32	Lisa Eredia Secretarila Service	14256 Amar Road	La Puente	CA	91746				
33	Michael Davis, Second Supervisory District County of Los Angeles	7807 South Compton Ave.	Los Angeles	CA	90002				
34	Micro Tech	2103 Dean Mead Street	Lakewood	CA	90712				
35	National Personnel Services	2225 Via Fernandez	Palos Verdes Estates	CA	90274				
36	National Secretarial Service	5214 Yolanda	Tarzana	CA	91356				
37	Newpoint Management, LLC	144 Greenbriar Lane	La Puente	CA	91744				
38	Overflow Business Services	197 Racquet Club Drive	Compton	CA	90220				
39	Personalized Business Services	3982 Degnan Blvd.	Los Angeles	CA	90008				
40	Personnel Plus	12052 East Imperial Hwy.	Norwalk	CA	90650				
41	Precision Plus Word Processing	131 West Mariposa Street	Altadena	CA	91101				
42	Professional Services Group	1170 S. Windsor Blvd.	Los Angeles	CA	90019				
43	Progressive Business Services	8613 South Cimarron Street	Los Angeles	CA	90047				
44	RCA & Associates	5608 Valley Glen Way	Los Angeles	CA	90043				

# Clerical Services Bidder's List

45	Reliable Admin. Resources	6245 Mulan Street	Corona	CA	92880	Patrice Davezan			
46	Right Choice Business Services	5813 Jadette Street	Alto Loma	CA	91737				
47	Riley Office & Management Control	115 W. California Ave., #147	Pasadena	CA	91105				
48	Roberts & Associates	1227 S. Arlington Avenue	Los Angeles	CA	90010				
49	Rose & Kindel Marketing	665 3rd St., Suite 100	San Francisco	CA	94107				
50	Sage Personnel Resources	27201 Tourney Road, Suite 202	Valencia	CA	91355				
51	Select Temporary Services	6180 Laurel Canyon, Ste. 165	North Hollywood	CA	91606				
52	SEO Transcribing Service	23123 Frisca Drive	Valencia	CA	91355				
53	Simpson & Simpson	3600 Wilshire Blvd., Ste.1710	Los Angeles	CA	90010				
54	Son Roms Business Services	249 E. 158th Street	Gardena	CA	90248				
55	T & R Secretarial Pool	823 East 95th Street	Los Angeles	CA	90002				
56	Taylor Dane Personnel Services	336 North Poinsetta Place	Los Angeles	CA	90036				
	Tenacious Staffing	3350 E. 7th Street, #146	Long Beach	CA	90804	Naomi Hill	562-270-4008	562-490-8373	<a href="mailto:nhill@tenaciousstaffing.com">nhill@tenaciousstaffing.com</a>
57	The Wentworth Company, Inc.	479 West 6th Street	San Pedro	CA	90731				
58	Ultimate Staffing Services	55 Southlake	Pasadena	CA	91101	Paulette Gutierrez	626-449-9898	626-449-4510	<a href="mailto:Pgutierrez@ultimatestaffing.com">Pgutierrez@ultimatestaffing.com</a>

## Clerical Services Bidder's List

59	VOLT	100 Corporate Pointe, Suite 330	Culver City	CA	90230	Laura Mayo	310-337-7965	310-337-1460	<a href="mailto:Lmayo@volt.com">Lmayo@volt.com</a>
60	Washington Associates	1207 W. 83rd Street	Los Angeles	CA	90044				
61	Word Processing Unlimited	20924 Vanowen St., Suite 200	Canoga Park	CA	91303	Marla Win			





(/LACoBids/)

lacounty.gov

[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin\)](#)[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin\)](#)

Fields with asterisk (\*) are required.

[Help \(/LACoBids/Content/HelpAdmin.html#BidAdminUpdate\)](#)

## Solicitation Information

<b>Solicitation Number: *</b>	<input type="text" value="6402107"/>	<b>Type: *</b>	<input type="text" value="Service"/>
<b>Department: *</b>	<input style="background-color: #f0f0f0; border: 1px solid #ccc;" type="text" value="Probatic"/>	<b>Amount \$:</b>	<input type="text"/>
<b>Open Date: *</b>	<input type="text" value="10/28/2021"/>	<b>Open Continuous:</b>	<input type="checkbox"/> (Check the box if the bid is for open co
<b>Close Date: *</b>	<input type="text" value="12/16/2021"/>	<b>Close Time: *</b>	Hour: <input type="text" value="12"/> Minute: <input type="text" value="00"/> <input type="text" value="PM"/>
<b>Title: *</b>	<input type="text" value="RFP for Clerical Services at Designated Probation Locations"/>		
<b>Description: *</b>	<input type="text" value="The Los Angeles County Probation Department (Probation) is issuing this Request for Proposal (RFP) to solicit proposals for a Contract with an organization that can provide Clerical Services at Designated Probation Locations. The Contract will be awarded through a competitive solicitation process."/>		
<b>Commodity/Service Code: *</b>	<input type="text" value="91580"/>	<b>Attachment:</b>	Number of files attached: 1 <a href="#">View ()</a>
	<input type="button" value="Search and Add"/>		<input type="button" value="Add/Delete File"/>
<b>Solicitation Amendment:</b>	Number of amendments added: 0		
	<input type="button" value="Add/Update Amendment"/>		

Contact Information

Contact Name: *	<input type="text" value="Yvonne Humphrey"/>	Contact Email: *	<input type="text" value="Yvonne.Humphrey@probat"/>
Contact Phone: *	<input type="text" value="562"/> - <input type="text" value="658"/> - <input type="text" value="4321"/>	Ext:	<input type="text"/>

Submit

Cancel (/LACoBids/Admin/BidList)



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# Probation Oversight Commission Report to Public Safety Cluster

**Presented By:**  
**Wendelyn Julien, Executive Director**  
**May 3, 2023**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

## Use of Force Data, Policy, and Backlog

- During the March 2023 POC meeting, the Probation Department reported a concerning backlog of over 1,000 cases where use of force incidents had not been fully investigated through Probation's internal process and FIRST teams.
- Issues leading to the backlog include the staffing shortage, technology access (which has since been addressed), training, and a 15-year-old policy that needs an update.
- The POC will continue to work to ensure that the backlog is addressed, the policy is reformed, and training is implemented. The POC also intends to request that the Probation Department share regular and accurate data about use of force incidents that will allow the POC to work with the Office of Inspector General to properly evaluate the frequency, types, causes, and results of use of force incidents within the department.

## OC Spray Phase Out

- The updated [report](#) for March 2023 shows continued improvement in the efforts to eliminate Oleoresin Capsicum (OC) spray.
- The report also shares a serious concern that the Probation Department failed to phase out OC spray at Barry J. Nidorf Juvenile Hall in unit MOU where their phase out plan indicated a March 31, 2023 phase out date.
- The POC urges the Board of Supervisors (Board) to recognize the following for the Probation Department:
  - Full elimination of OC spray is achievable, reasonable, and necessary;
  - Ensure that the Probation Department completes de-escalation training for all employees;
  - Revise its phase out plan for the elimination of OC spray to conform to the Office of Inspector General's recommendation that phase out be complete by June 30, 2023.

## 2023 Inspection

- The POC's 2023 inspection cycle will begin in May 2023 with an inspection of Dorothy Kirby Center and Camp Scott. We will report regularly to the Board on findings.

## Recent Meetings:

### March 9, 2023

- OC Spray – update on phase out
- Gun Auction Report
- Report on Contraband in Facilities
- POC Data Dashboard

### March 13, 2023

- Town Hall on the Phase out of OC Spray

### March 23, 2023

- Use of Force Investigations – compliance with DOJ settlement agreement
- Report on SYTF Programs and Facilities and BSCC compliance
- Discussion on rules for visitors to juvenile halls

### April 27, 2023

- OYCR Introduction
- Welcome to DYD Director Carroll
- Probation Grievances and Complaints
- BSCC Compliance
- OC Spray update

## Upcoming Meetings:

### May 11, 2023

- Contraband and Substance Use Treatment
- Use of Force – update on backlog, policy reform, and training
- POC Strategic Planning Update
- SYTF/LA Model Updates

## Public Engagement

- The POC continues to encourage the public's participation and communicate about progress on meeting the Board's goals for Probation reform. A report on recent engagement growth is below.

### POC Social Media Growth: 10/1/22 to 4/10/23



**Instagram**

272 followers to 429  
**58% growth**



**Twitter**

207 followers to 236  
**14% growth**



**Facebook**

247 followers to 340  
**38% growth**



**Youtube**

27 Subscribers to 103 subscribers  
**281% growth**

## AUDIENCE

