

APPENDIX A

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[]

FOR

**INTELLIGENCE ANALYST SERVICES
FOR JOINT REGIONAL INTELLIGENCE CENTER**

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STANDARD EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Price Sheet (Not Attached to Sample Contract; See Appendix B – Required Forms, 9 – Price Sheet)
Exhibit C	County Administration
Exhibit D	Contractor Administration
Exhibit E1	COVID-19 Vaccination Certification of Compliance
Exhibit E2	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F	Safely Surrendered Baby Law
Exhibit G	Contract Discrepancy Report

Sample Contract

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

FOR
INTELLIGENCE ANALYST SERVICES
FOR JOINT REGIONAL INTELLIGENCE CENTER

This Contract (Contract) made and entered into this ____ day of _____, 2023 by and between the County of Los Angeles (County) and _____, (Contractor), located at _____.

RECITALS

WHEREAS, County may contract with private businesses for Intelligence Analyst Services when certain requirements are met; and

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

WHEREAS, Contractor represents that it possess the necessary special skills, knowledge, technical competence, and staffing to provide such Intelligence Analyst Services; and

WHEREAS, County, through the Los Angeles County Sheriff's Department (Department), desires Contractor to provide Intelligence Analyst Services for the Joint Regional Intelligence Center; and

WHEREAS, this Contract (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E1, E2, F, 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:

- 1.1 Exhibit A Statement of Work
- 1.2 Exhibit B Price Sheet (Not Attached to Sample Contract, See Appendix B – Required Forms 9 – Price Sheet)
- 1.3 Exhibit C County's Administration
- 1.4 Exhibit D Contractor's Administration
- 1.5 Exhibit E1 COVID-19 Vaccination Certification of Compliance
- 1.6 Exhibit E2 Contractor Acknowledgement and Confidentiality Agreement
- 1.7 Exhibit F Safely Surrendered Baby Law
- 1.8 Exhibit G Contract Discrepancy Report

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 subparagraph 8.1 (Change Orders and Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein 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):** Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.2 **Business Day:** Monday through Friday, excluding Contractor observed holidays.
- 2.3 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements, amendments, and change orders 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.
- 2.4 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into a Contract with County to perform or execute the Services covered by this Contract.

- 2.5 Contractor Project Manager:** The person designated by Contractor to administer the Contract operations under this Contract.
- 2.6 County:** County of Los Angeles
- 2.7 County Project Director:** Person designated by the Sheriff with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager.
- 2.8 County Project Manager:** Person designated by County Project Director to manage the operations under this Contract.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Department:** Los Angeles County Sheriff's Department
- 2.11 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.12 Fusion Center:** Entities which are designed to integrate federal intelligence efforts with state and local authorities. These entities work under the auspices of local law enforcement, often integrating with the state's police force, Department of Justice, or Office of Emergency Management. The Fusion Center integrates law enforcement intelligence activities throughout the jurisdiction, providing federal authorities access to local information and databases, while simultaneously allowing federal agencies to disseminate intelligence materials to local authorities.
- 2.13 Non-Federal (or NFE):** As used in the Code of Federal Regulations 200.327, Appendix II, has the same meaning as County of Los Angeles.
- 2.14 Intelligence Analysts:** Contractor's personnel providing Services as outlined under Exhibit A (Statement of Work). All Intelligence Analysts, Senior Intelligence Analyst Manager, Intelligence Analyst Manager, Operations Intelligence Analyst Manager, and Systems Intelligence Analyst are and will be collectively referred to herein as "Intelligence Analysts," unless otherwise apparent from the context in which the term is used.
- 2.15 Joint Regional Intelligence Center (JRIC):** A Fusion Center collaboration between federal, state, and local law enforcement and public safety agencies for the Central District of California to integrate criminal and terrorism threat intelligence and provide intake, analysis, fusion, synthesis, and dissemination of that information.
- 2.16 JRIC Governance Board:** The management body responsible for determining JRIC's direction, setting policy, and maintaining accountability for the actions of JRIC. This group consists of agency heads, or their designees, from participating core agencies. The JRIC Governance Board shall identify, agree upon, and articulate goals and objectives for JRIC.
- 2.17 Maximum Annual Contract Sum:** The maximum total monetary amount payable by County to Contractor in any Contract year for providing all Services required

under this Contract, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, as further described in subparagraph 5.1.2 of this Contract and Exhibit B (Price Sheet).

- 2.18 Maximum Contract Sum:** The total monetary amount that would be payable by County to Contractor for all Services that may be required under this Contract for the entire term of the Contract, inclusive of all extension options exercised by County, as further described in subparagraph 5.1.3 of this Contract and Exhibit B (Price Sheet).
- 2.19 Services:** The Intelligence Analyst services for JRIC required under this Contract.
- 2.20 Sheriff:** The elected official who is the Sheriff of the County of Los Angeles.
- 2.21 Statement of Work (SOW):** Written description of tasks, subtasks, deliverables, goods, Services and other Work required by County under this Contract as set forth in Exhibit A (Statement of Work) of this Contract.
- 2.22 Work:** All tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor, that is required pursuant to this Contract, including Exhibit A (Statement of Work) and all the Exhibits, and fully executed Change Orders and Amendments hereto.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on December 19, 2023, and will terminate on December 18, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 County will have the sole option to extend this Contract term for up to four additional one-year option periods, for a maximum total Contract term not to exceed seven years. Each such option period will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board of Supervisors (Board) in accordance with subparagraph 8.1 (Change Orders and Amendments) of this Contract.
- 4.3 County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes,

including determining whether County will exercise a Contract term extension option.

- 4.4 Contractor must notify the Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit C (County's Administration) of this Contract.

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The hourly rates for this Contract payable by County to Contractor for performing all tasks, deliverables, goods, Services, and any other Work required under this Contract are set forth in Exhibit B (Price Sheet) of this Contract. Such hourly rates will be firm and fixed for the term of this Contract.
- 5.1.2 The Maximum Annual Contract Sum authorized by County hereunder must in no event, expressly or by implication, exceed the amounts as set forth in Exhibit B (Price Sheet) of this Contract.
- 5.5.3 The Maximum Contract Sum authorized by County hereunder must in no event, expressly or by implication, exceed \$[_____] and will be allocated as set forth in Exhibit B (Price Sheet) of this Contract.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred 75% of the total Maximum Contract Sum under this Contract. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit C (County Administration) of this Contract.

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive

any such payment it must immediately notify County and must immediately repay all such funds to the County. Payment by County for Services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 Contractor must invoice County only for providing the tasks, deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work (SOW)) of this Contract and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments will be as provided in Exhibit B (Price Sheet) of this Contract and Contractor will be paid only for the tasks, deliverables, goods, Services, and other Work approved in writing by County. If County does not approve Work in writing no payment will be due to Contractor for that Work.

5.5.2 Contractor's invoices must be priced in accordance with Exhibit B (Price Sheet) of this Contract and Contractor must submit a separate invoice for each grant funding source identified in Exhibit B (Price Sheet) of this Contract.

5.5.3 Contractor must submit the monthly invoices to County by the 15th calendar day of the month following the month of Services.

5.5.4 Contractor must prepare the invoice format and content in the following manner:

1. County's Contract Number
2. Contractor's Name and Address
3. Invoice Number
4. Billing Period
5. Position title and number in accordance with Exhibit B (Price Sheet) of this Contract
6. Hourly rate in accordance with Exhibit B (Price Sheet) of this Contract
7. Grant funding source in accordance with Exhibit B (Price Sheet) of this Contract
8. Timecards signed by employees and supervisors stamped confidential; and
9. All other documentation to support the allocation of costs

5.5.5 All invoices under this Contract must be submitted in two copies to the following:

ORIGINAL TO:

Los Angeles County Sheriff's Department

County Project Director
As outlined in Exhibit C (County Administration).

COPY TO:

Los Angeles County Sheriff's Department
Grants Unit – Grants Accounting

As outlined in Exhibit C (County Administration)

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

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

5.6.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with 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).

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

5.6.3 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.

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C (County Administration) of this Contract. County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County Project Director

The role of County Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2 Upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County Project Manager

The role of County Project Manager is authorized to include:

- 6.3.1 Meeting with Contractor Project Manager on a regular basis; or as otherwise specified, and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor Administration referenced in the following subparagraphs is designated in Exhibit D (Contractor Administration) of this Contract. Contractor will notify County in writing of any change in the names or addresses shown.

7.2 Contractor Project Manager

- 7.2.1 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Contract and will meet and coordinate

with County Project Manager and County Contract Project Monitor on a regular basis, or as otherwise specified.

- 7.2.2 Contractor Project Manager will be a full-time Project Manager and will not hold the title of any Intelligence Analyst and Project Manager concurrently. Contractor Project Manager will be provided at the sole expense of Contractor.

7.3 Approval of Contractor's Staff

- 7.3.1 County will approve Contractor Project Manager listed in subparagraph 7.2 (Contractor Project Manager). County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of Contractor Project Manager, Contractor must provide County with a resume of the proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County will not unreasonably delay its approval of a replacement of Contractor Project Manager.
- 7.3.2 In the event Contractor desires to remove any Contractor personnel from performing Services under this Contract, Contractor must provide County with notice at least 15 Days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act). Contractor must work with County on a mutually agreeable transition plan to ensure project continuity.
- 7.3.3 Contractor must, within 30 Days of a vacancy, or as approved by County Project Manager, fill any vacancy in Contractor's personnel with an individual sufficiently qualified to perform duties of Contractor's personnel being replaced.
- 7.3.4 All personnel employed by and on behalf of Contractor must be adults, 18 years of age or older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor personnel and all other members of Contractor's personnel who have direct contact with County (either by telephone, electronic or written correspondence, or in person) must be fully fluent, both written and oral, in English.
- 7.3.5 County Project Director has the right to approve or disapprove the final appointment of any Intelligence Analyst or any proposed personnel replacement in accordance with Paragraph 3.0 (Contractor Hiring Requirements, General) of Exhibit A (Statement of Work) of this Contract.
- 7.3.6 County has the absolute right to approve or disapprove all of Contractor's personnel performing work hereunder and any proposed

changes in Contractor's personnel, including, but not limited to, Contractor Project Manager.

7.4 Contractor's Staff Identification

- 7.4.1 All Contractor personnel assigned to County facilities are required to have a photo County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that personnel have obtained a Security Access Control System (SACS) badge at Contractor's sole expense, issued by the Federal Bureau of Investigation. A County ID will also be issued in order to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.3 Contractor must notify County within one Business Day when personnel is terminated from working under this Contract. Contractor must retrieve and return an personnel's County ID badge to County on the next Business Day after the employee has terminated employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's personnel, Contractor must retrieve and return personnel's County ID badge to County on the next Business Day after personnel has been removed from working on County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's personnel performing Services under this Contract, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether the member of Contractor's personnel passes or fails the background investigation.
- 7.5.2 County Project Director or County Project Manager will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's personnel passes or fails the background investigation.
- 7.5.3 If a member of Contractor's personnel does not pass the background investigation, County may request that the member of Contractor's personnel be immediately removed from performing Services under this Contract. Contractor must comply with County's request at any time

during the term of the Contract. County will not provide to Contractor or to Contractor's personnel any information obtained through County's background investigation.

- 7.5.4 County, in its sole discretion, may immediately deny or terminate County facility access to any member of Contractor's personnel that fails such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's personnel pursuant to this subparagraph 7.5 (Background and Security Investigations) of this Contract will 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 subparagraph 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 7.6 (Confidentiality) 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 E2 (Contractor Acknowledgement and Confidentiality Agreement) of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Orders and Amendments

- 8.1.1 For any change which does not materially affect the scope of Work, period of performance, term, Contract sum, payments, or any other term or condition of this Contract, a Change Order to the Contract must be executed by Contractor Project Manager and County Project Director or designee.
- 8.1.2 For any change which materially affects the scope of Work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment to the Contract must be negotiated and executed by Contractor and the Board.
- 8.1.3 The Board 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. County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by Contractor and the Sheriff or designee.
- 8.1.4 Notwithstanding subparagraph 8.1.1 through 8.1.3 above, for (1) any option term extension of the Contract; (2) modifications pursuant to subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), of this Contract; (3) any decrease in the number or position type of Intelligence Analysts; and (4) any increase in the number or position type of Intelligence Analyst that does not increase the Maximum Contract Sum by more than 10% for the term of the Contract, provided sufficient funding is available, during the term of this Contract, an Amendment to this Contract shall be executed by Contractor and the Sheriff, or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this subparagraph, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the 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, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within 30 Business Days after the Contract effective date, Contractor must provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- 8.5.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within five Business Days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses must be sent to County Project Manager within three 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 subparagraph 8.6 (Compliance with Applicable Law) of this Contract 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

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 County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of County 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](#).

8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for

such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph of this Contract, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor will also be subject to the provisions of this subparagraph. The provisions of this subparagraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the subcontract agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with 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 Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to 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 subparagraph 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 Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/GROW Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees 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 County policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to

submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: 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 County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five 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.

The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's poster, Exhibit F (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

8.15 County's Quality Assurance Plan

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include

improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which 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. 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 County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of contractor pursuant to this Contract.

8.22.4 Contractor must adhere to the provisions stated in subparagraph 7.6 (Confidentiality) of this Contract.

8.23 Indemnification

Contractor must indemnify, defend and hold harmless 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 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 subparagraphs 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 Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to County as stated below and provided prior to commencing Services under this Contract.
2. Renewal Certificates must be provided to County not less than ten Days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
3. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.
4. Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
5. Certificates and copies of any required endorsements must be sent to the County Contract Compliance Manager as listed in Exhibit C (County Administration) of this Contract.

6. 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.

8.24.3 Additional Insured Status and Scope of Coverage

County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed 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 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 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of 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, County may purchase the Required Insurance,

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date 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 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

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. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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 County as the Alternate Employer. The written notice must be provided to County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 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 must maintain such coverage for a period of not less than three years following this Contracts expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of County Project Director or County Project Manager, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director or County Project Manager, 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 Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County Project Director or County Project Manager, in a written notice describing the reasons for said action.

8.26.2 If the County Project Director or County Project Manager, determines that there are deficiencies in the performance of this Contract that the County Project Director or County Project Manager, deems are correctable by Contractor over a certain time span, the County Project Director or County Project Manager, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director or County Project Manager, may:

1. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or

2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, and that Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or
 3. Upon giving five Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 8.26.3 The action noted in subparagraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This subparagraph will not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in subparagraph 8.26.2, and will not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to County each of the following:
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.

2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 (Nondiscrimination and Affirmative Action) of this Contract when so requested by County.
- 8.28.7 If County finds that any provisions of this subparagraph 8.28 (Nondiscrimination and Affirmative Action) of this Contract have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While 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 Contractor has violated Federal or State anti-discrimination laws or

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

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F (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 Exhibit C (County Administration) and Exhibit D (Contractor

Administration). Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director or County Project Manager will have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 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 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." 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 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," Contractor agrees to defend and indemnify 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 Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publishing its role under this Contract within the following conditions:

1. Contractor must develop all publicity material in a professional manner; and

2. During the term of this Contract, 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 County without the prior written consent of County Project Director. County will not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this subparagraph 8.37 (Publicity) of this Contract will apply.

8.38 Record Retention and Inspection-Audit Settlement

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

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

8.38.3 Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 (Record Retention and Inspection-Audit

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

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

8.39 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at County landfills, 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 Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 8.40.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at County's request:
1. A description of the Work to be performed by the subcontractor;
 2. A draft copy of the proposed subcontract; and
 3. Other pertinent information and/or certifications requested by County.
- 8.40.3 Contractor must indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

- 8.40.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 County Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor must forward a fully executed subcontract to County for their files.
- 8.40.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Before any subcontractor employee may perform any Work hereunder, Contractor must ensure delivery of all such documents to County Contract Compliance Manager in accordance with Exhibit C (County Administration) of this Contract.

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

Failure of Contractor to maintain compliance with the requirements set forth in subparagraph 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 County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which County may terminate this Contract pursuant to subparagraph 8.43 (Termination for Default) and pursue debarment of 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 County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor must:
 - 1. Stop Work under this Contract on the date and to the extent specified in such notice, and

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 Contractor under this Contract must be maintained by Contractor in accordance with subparagraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract.

8.43 Termination for Default

- 8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:
1. Contractor has materially breached this Contract; or
 2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Contract; or
 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 Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.43.3 Except with respect to defaults of any subcontractor, Contractor will 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 Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the

control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after County has given notice of termination under the provisions of this subparagraph 8.43 (Termination for Default) of this Contract it is determined by County that Contractor was not in default under the provisions of subparagraph 8.43 (Termination for Default) of this Contract 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 subparagraph 8.42 (Termination for Convenience) of this Contract.
- 8.43.5 The rights and remedies of County provided in this subparagraph 8.43 (Termination for Default) of this Contract 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County officer or employee 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, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 2. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 3. The appointment of a Receiver or Trustee for Contractor; or
 4. The execution by Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of County provided in this subparagraph 8.45 (Termination for Insolvency) of this Contract 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

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with County Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance will constitute a material breach of this Contract, upon which County 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, County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in 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. County will notify 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 County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of County to enforce at

any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 (Waiver) 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 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

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

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

8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with [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 subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Contract 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 Days of notice will 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

Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten Days before every statewide

election, every contractor and subcontractor must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

- 8.54.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that 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.
- 8.54.3 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 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 subparagraph 8.56 (Compliance with Fair Chance Employment Hiring Practices) of this Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 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 County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this 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

- 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 subparagraph. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to 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, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to County for audit purposes, when required by County.

8.60.5 In addition to complying with the requirements of this subparagraph, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit E1 (COVID-19 Vaccination Certification of Compliance) of this Contract is a required part of any contract with County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

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

9.1.2 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.

9.1.3 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.

- 9.1.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, will:
1. Pay to County any difference between the Contract amount and what County costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the Contract; and
 3. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties 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.

9.2 Social Enterprise (SE) Preference Program

- 9.2.1 This Contract is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.2.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:

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

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

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.3.1 This Contract is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:
 1. Pay to County any difference between the Contract amount and what County costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of the Contract; and

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

Notwithstanding any other remedies in this Contract, the above penalties 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.

10.0 Survival

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

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

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

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Change Orders and Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6 (Compliance with Applicable Law)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

Subparagraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 10.0 (Survival)

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[]
FOR
INTELLIGENCE ANALYST SERVICES
FOR JOINT REGIONAL INTELLIGENCE CENTER**

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

CONTRACTOR NAME

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Michele Jackson
Principal Deputy County Counsel