

APPENDIX A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

ARMED AND UNARMED SECURITY GUARD SERVICES

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STANDARD EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Statement of Work (SOW) Attachments
Exhibit C	Pricing Schedule [Not attached to Appendix A, Contract; See Exhibit 10, Pricing Schedule, Appendix B, Required Forms]
Exhibit D	County Administration
Exhibit E	Contractor Administration
Exhibit F1	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F2	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit F3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Exhibit J	Charitable Contribution Certification (if applicable)
Exhibit K	Performance Requirements Summary (PRS) Chart
Exhibit L	Contract Discrepancy Report (CDR)
Exhibit M	Living Wage Program Staffing Plan [Not attached to Contract; See Exhibit 12, Living Wage Program Staffing Plan, Appendix B, Required Forms].

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

[_____]

**FOR
ARMED AND UNARMED SECURITY GUARD SERVICES**

This Contract (Contract) made and entered into this ____ day of _____, 2025
by and between the County of Los Angeles (County) and _____
_____ (Contractor), located at _____.

RECITALS

WHEREAS, County, through the Los Angeles County Sheriff's Department (Department), may contract with private businesses for armed and unarmed security guard services for the Department's County Services Bureau; and

WHEREAS, Contractor is a private firm specializing in providing armed and unarmed security guard services; and

WHEREAS, County has determined that it is legal, feasible, and cost-effective to contract for Armed and Unarmed Security Guard Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A through M, any Attachments, 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 this Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A Statement of Work
- 1.2 Exhibit B Statement of Work (SOW) Attachments
- 1.3 Exhibit C Pricing Schedule (Not attached to Contract; See Appendix B - Required Forms, Exhibit 10 – Pricing Schedule)
- 1.4 Exhibit D County Administration
- 1.5 Exhibit E Contractor Administration
- 1.6 Exhibit F1 Contractor Acknowledgement and Confidentiality Agreement
- 1.7 Exhibit F2 Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit F3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit G Safely Surrender Baby Law
- 1.10 Exhibit H Payroll Statement of Compliance
- 1.11 Exhibit I Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.12 Exhibit J Charitable Contribution Certification (if applicable)
- 1.13 Exhibit K Performance Requirements Summary (PRS) Chart
- 1.14 Exhibit L Contract Discrepancy Report (CDR)
- 1.14 Exhibit M Living Wage Program Staffing Plan (Not attached to Contract: See Appendix B – Required Forms, Exhibit 12 - Living Wage Program Staffing Plan)

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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) of this Contract and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used

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

- 2.1 Administrative File:** An administrative file as described in Paragraph 6.3.3 (Administrative File) of Exhibit A (Statement of Work) of this Contract.
- 2.2 Area:** Department's County Services Bureau's two operational areas of service which consists of North Area and South Area.
- 2.3 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.4 Business Day(s):** Monday through Friday, excluding County observed holidays.
- 2.5 Contract:** This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other Work.
- 2.6 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into a Contract with the County to perform or execute the Work covered by this Contract.
- 2.7 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.8 County Project Director:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager. All references hereafter to County Project Director mean "County Project Director or designee," unless otherwise specified.
- 2.9 County Project Manager:** Person designated by County Project Director to manage the operations under this Contract. All references hereafter to County Project Manager mean "County Project Manager or designee," unless otherwise specified.
- 2.10 County Services Bureau Contract Monitor/Contract Program Monitor:** The person designated by the County with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other Work provided by Contractor.
- 2.11 County Services Bureau Watch Commander:** The person designated by the County with responsibility to manage the operations of each shift for the

Department's County Services Bureau and is available 24 hours a day, 365 days a year.

- 2.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.13 Department:** The County of Los Angeles Sheriff's Department, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.14 Electronic Work Schedule/Post Assignment Verification System:** The automated check-in system, or similar Contractor system, which is used by Security Guards and Security Guard Supervisors to sign in and sign out. The system verifies Posts are staffed and alerts a Contractor dispatcher when a Security Guard or Security Guard Supervisor has not reported for duty. Data from the system will be used to verify or document sign in and sign out times for Security Guards and Security Guard Supervisors and is then used to create Contractor's invoice for services.
- 2.15 Facility Administrator:** The person designated by the County with the responsibility to oversee the day-to-day operations of a Location.
- 2.16 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.17 General Post Orders:** Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all Security Guards and Security Guard Supervisors as set forth in Paragraph 5.1.6.1 (Post Orders: County form) of Exhibit A (Statement of Work) of this Contract.
- 2.18 Living Wage Compliance Forms:** The County forms that are submitted by Contractor on a monthly basis to comply with Living Wage Ordinance reporting requirements. The two Living Wage Compliance Forms are: (1) Exhibit H (Payroll Statement of Compliance) of this Contract; and (2) Exhibit M (Living Wage Contractor Staffing Plan) of this Contract.
- 2.19 Location:** A County work site/service location such as a health facility, health clinic for mental/behavioral health, and/or correctional/custody facilities or where security personnel perform Security Guard-related duties at a Post.
- 2.20 Maximum Contract Sum:** The total monetary amount that would be payable by the County to Contractor for providing the required services under this Contract for the entire term of this Contract, including all extension options, as specifically set forth in Exhibit C (Pricing Schedule) of this Contract.
- 2.21 Monthly Inspection Report or MIR:** A Contractor form used to document services provided, problems identified, and corrective actions taken by Contractor.
- 2.22 On-site Supervisor:** A person designated by Contractor who is a Security Guard Supervisor with operational responsibilities for each shift at a particular Location, as set forth in paragraph 7.5 (On-site Supervisor Duties)

and Attachment 2 (Minimum Staffing Plan) of Exhibit B (SOW Attachments) of this Contract.

- 2.23 Open Post:** Any Post, shift, or partial shift left unattended at any time. An Open Post is subject to PRS assessment, if a replacement Security Guard or Security Guard Supervisor does not fill the post, shift, or partial shift within one hour or less.
- 2.24 Post:** A Security Guard assignment within a Location.
- 2.25 Post Orders:** Proprietary documents created, issued, and maintained by the Department, which include General Post Orders and Site-Specific Post Orders, as set forth in paragraph 5.1.6.1 (Post Orders: County form) of Exhibit A (Statement of Work) and Attachment 5 (General Post Orders) of Exhibit B (SOW Attachments) of this Contract.
- 2.26 Programs/Operations Manager:** The person designated by Contractor that is an employee of Contractor and that is assigned to perform administrative duties for Contractor, such as timekeeping, payroll support, and Department and County Facility Administrator interface, at a dedicated Location, as set forth in Attachment 2 (Minimum Staffing Plan) of Exhibit B (SOW Attachments) of this Contract.
- 2.27 Security Guard:** A person designated by Contractor that is an employee of Contractor and that is assigned to perform armed or unarmed security guard duties as set forth in Paragraph 7.3 (Security Guard Duties, Restrictions, and Obligations) of Exhibit A (Statement of Work) of this Contract and elsewhere within the Contract.
- 2.28 Security Guard Daily Activity Report or DAR:** A Contractor form used by Security Guards to record sign in and sign out times and to log events throughout the day at their assigned Location.
- 2.29 Security Guard Sign In/Out:** A Contractor electronic form within an Electronic Work Schedule/Post Assignment Verification System, or similar Contractor system, and a Security Guard Daily Activity Report or DAR, used by Security Guards to sign in and out of their County assignment on a daily basis as set forth in Paragraph 8.14.1 (Security Guard Sign In/Out) of Exhibit A (Statement of Work) of this Contract.
- 2.30 Security Guard Supervisors/Field Supervisor:** A person designated by Contractor that is an employee of Contractor and that is assigned to perform supervisory duties as set forth in Paragraph 7.4 (Security Guard Supervisor Duties) of Exhibit A (Statement of Work) of this Contract and elsewhere within the Contract.
- 2.31 Security Guard Supervisor Daily Activity Report or Supervisor DAR:** A Contractor form used by Security Guard Supervisors to record sign in and

sign out times and to log events throughout the day at their assigned Location(s).

- 2.32 Security Incident Report or SIR:** A County form used by Contractor to report significant security incidents.
- 2.33 Service Planning Area or SPA:** The geographic division of service areas within Los Angeles County.
- 2.34 Sheriff:** The elected official who is the Sheriff of the County of Los Angeles. All references hereafter to Sheriff will mean, "Sheriff or their designee," unless otherwise specified.
- 2.35 Site Specific Post Orders:** Documents written by the County that clearly outline duties, responsibilities, and expectations of Security Guards and Security Guard Supervisors, specific to either a Location, or a particular assignment as set forth in Paragraph 5.1.6.1 (Post Orders: County form) of Exhibit A (Statement of Work) of this Contract.
- 2.36 Statement of Work or SOW:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services, as set forth in Exhibit A (Statement of Work) of this Contract.
- 2.37 Training Compliance Report:** A Contractor form developed as specified in Paragraph 8.9.1 (Training Tracker, Training Compliance Report, and notification of Required County Training) of Exhibit A (Statement of Work) of this Contract to document all required training requirements and status.
- 2.38 Training File:** A Contractor file developed and maintained as specified in Paragraph 8.9.3 (Security Guard and Security Guard Supervisor Training File) of Exhibit A (Statement of Work) of this Contract.
- 2.39 Travel Time:** The term "Travel Time" will have the following three meanings, as applicable: (1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time;(2) With respect to County-provided training attended by an employee, Travel Time will mean that on a case by case basis and at the discretion of the County Project Manager, the County may provide employee with a maximum of two hours of straight time for travel. If Contractor must pay overtime for travel time, Contractor must adhere to Paragraph 4.3.1 of Exhibit A (Statement of Work) of this Contract; and (3) With respect to travel by an employee between County facilities that are subject to two different contracts between Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if

Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time.

2.40 Work: Any and all tasks, deliverables, services, and other Work performed by or on behalf of Contractor including the Work required pursuant to this Contract, including Exhibit A (Statement of Work) and Exhibit B (SOW Attachments) of this Contract, and all other Exhibits, and all fully executed Amendments and Change Notices 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 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 will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be effective January 1, 2026, or upon execution by the Board, whichever is later, and terminate on June 30, 2031, 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 two additional one-year option periods. Each such option period will be exercised at the sole discretion of the Sheriff as authorized by the Board, in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Contract.

4.3 County maintains a database that tracks/monitor Contractor performance history. Information entered into the database will be used for a variety of purposes, including determining whether the County will exercise a Contract term option period.

4.4 Contractor must notify 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 County Project Director at the address herein provided in Exhibit D (County Administration) of this Contract.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The prices and fees for this Contract payable by the County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Contract will be as set forth

in Exhibit C (Pricing Schedule) of this Contract. Such prices and fees will be firm and fixed for the term of this Contract. Contractor will not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Contract.

5.1.2 The Maximum Contract Sum for this Contract will be \$_____, which includes a ten percent contingency for unscheduled and emergency services and/or for the addition of client departments requesting services. The Maximum Contract Sum will be the total monetary amount that would be payable by the County to Contractor for providing the required Work under the Contract for the term of this Contract, including all extension periods, and more specifically as set forth in Exhibit C (Pricing Schedule) of this Contract.

5.2 Written Approval for Reimbursement

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

5.3 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 Maximum Contract Sum under this Contract. Upon occurrence of this event, Contractor must send written notification to the County Project Director at the address herein provided in Exhibit D (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 the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor.

5.5 Invoices and Payments

- 5.5.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other Work specified in Exhibit A (Statement of Work) of this Contract and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments will be as provided in Exhibit C (Pricing Schedule) of this Contract, and Contractor will be paid only for the tasks, deliverables, goods, services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to Contractor for that Work.
- 5.5.2 Contractor's invoices must be priced in accordance with Exhibit C (Pricing Schedule) of this Contract. Contractor will be paid only for the tasks, deliverables, goods, services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to Contractor for that Work.
- 5.5.3 Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work) of this Contract, describing the tasks, deliverables, goods, services, work hours, and facility and/or other Work for which payment is claimed. Contractor's invoice(s) and supporting documentation must contain, but not be limited to, the following:
- a) Contractor name and address
 - b) County's Contract number
 - c) Invoice number and date
 - d) Start and end dates of billing cycle
 - e) Location name and address
 - f) Payment terms
 - g) Unit price extended and totaled
 - h) Quantity/Hours delivered by Location and date
 - i) Employee name and identification
 - j) Employee hours, beginning and end
 - k) Daily Activity Reports (DAR) as described in Paragraph 8.14 (Daily/Weekly Reporting Documents) of Exhibit A (Statement of Work) of this Contract.
- 5.5.4 Contractor must submit the monthly invoices to the County by the 10th Day of the month following the month of service. No invoice will be approved for payment unless the following is included:

- Exhibit H (Payroll Statement of Compliance)
- Exhibit M (Living Wage Contractor Staffing Plan) of this Contract.

5.5.5 Contractor must submit one electronic copy and one original hard copy invoice with hard copy of any and all support documentation to the County Project Manager as outlined in Exhibit D (County Administration) of this Contract.

5.5.6 County Approval of Invoices

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

5.5.7 Preference Program Enterprises – Prompt Payment Program

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

5.5.8 Payment for Court Appearances and/or County Investigations

- a) Contractor’s Security Guard and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding work-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a work-related incident, the County will reimburse Contractor as set forth in this Paragraph 5.5.8 and Paragraph 5.3 (Court Appearances and/or County Investigations) of Exhibit A (Statement of Work) of this Contract, for court appearances or investigation interviews, based on review and written approval by the County Project Manager.
- b) County will pay up to eight hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation occurs during Security Guard or Security Guard Supervisor’s normal work shift,

Contractor must provide back-up coverage which will be reimbursed at straight time.

- c) Contractor must list court appearance and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as a copy of the police report, subpoena, written request for appearance and/or Security Incident Report. County Project Manager will have the discretion to approve or deny invoice payment request based upon the documentation presented.

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 an Agreement/Contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 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, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit D (County Administration). The County will notify Contractor in writing of any changes as they occur.

6.2 County Project Director

The role of the County Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of this 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 the Contractor, providing direction to the 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 the County Project Manager may include:

- 6.3.1 Meeting with the Contractor Project Manager on a regular basis; 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.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor Administration referenced in the following Paragraphs is designated in Exhibit E (Contractor Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor Project Manager

- 7.2.1 The Contractor Project Manager is designated in Exhibit E (Contractor Administration). Contractor must notify the County in writing of any change to Exhibit E (Contractor Administration) as changes occur. The Contractor Project Manager must be a full-time permanent employee of Contractor.
- 7.2.2 Contractor Project Manager must have a minimum of three years' experience providing security project management services, equivalent or similar to those required in this Contract, including management and coordination of services.

7.2.3 Contractor Project Manager will supervise Contractor's employees assigned to this Contract and be responsible for developing and submitting a supervision plan.

7.2.4 The Contractor Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with the County Project Manager and County Services Bureau (CSB) Contract Monitor/Contract Program Monitor on a regular basis, or as otherwise specified.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Project Manager and Program/Operations Manager, On-Site Supervisors, Security Guard and Security Guard Supervisors.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge as described in Paragraphs 6.4.1.4(m) and 6.4.1.6 of Exhibit A (Statement of Work) of this Contract.

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

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

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, such as an armed or unarmed Security Guard, Security Guard Supervisor, Contractor Project Manager, or Contractor Project Director, as determined by the County in County's sole discretion, must undergo and pass a

background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract, or as a condition for promotion to a supervisory position under this Contract, as further described in Paragraph 6.3.2 (Background Investigations) of Exhibit A (Statement of Work) of this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but will not be limited to, criminal conviction information.

- 7.5.2 The County Project Director will schedule background investigations with the Department's Civilian Backgrounds Unit or Religious Volunteers Unit. All fees associated with obtaining the background information will be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be removed immediately from performing services under this Contract. Contractor must comply with the County's request at any time during the term of the Contract. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County Location access.
- 7.5.5 These terms will also apply to subcontractors of County contractors.
- 7.5.6 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) or Paragraph 6.3.2 (Background Investigations) of Exhibit A (Statement of Work) 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 the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor must cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
- 7.6.6 Contractor must cause each non-employee performing services under this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1** Change Notice executed by Contractor Project Manager and County Project Director. For any change which does not materially affect the scope of Work, term, contract sum, payments, or any term

or condition included under this Contract, a Change Notice will be prepared by the Department's Contracts Unit and executed by Contractor Project Manager and County Project Director.

- 8.1.2** Change Notice executed by Contractor Project Manager and County Project Director. Notwithstanding Paragraph 8.1.1 above or Paragraph 8.1.4 below, for (1) any temporary decrease in services; or (2) any temporary increase in services that does not exceed the Maximum Contract Sum, a Change Notice will be prepared by the Department's County Services Bureau executed by Contractor Project Manager and County Project Director.
- 8.1.3** Change Notice executed by Contractor and County Project Director. Notwithstanding any other provision herein, for (1) any permanent decrease in services, which will be reflected on a revised Attachment 2 (Minimum Staffing Plan) of Exhibit B (SOW Attachments) of this Contract, that does not decrease services by more than ten percent of the Maximum Contract Sum; and (2) any permanent increase in services, which will be reflected on a revised Attachment 2 (Minimum Staffing Plan) of Exhibit B (SOW Attachments) of this Contract, that does not exceed the Maximum Contract Sum, a Change Notice will be prepared by the Department's County Services Bureau and executed by Contractor and County Project Director.
- 8.1.4** Amendments executed by Board and Contractor. For any change that materially affects the scope of Work, term, contract sum, payments, or any term or condition included in this Contract, an Amendment to this Contract will be prepared by the Department's Contracts Unit and executed by Contractor and the Board.
- 8.1.5** Amendments executed by the Contractor and Sheriff. Notwithstanding Paragraphs 8.1.1 through 8.1.4 above, for (1) any extension option periods of this Contract; (2) any modification pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Contract; (3) the addition and/or change of certain terms and conditions in this Contract as required from time to time by the Board or by the County's Chief Executive Officer or designee during the term of this Contract; and (4) any reassignment of a Location or SPA, and the reallocation of funds to another Contractor, subject to the total maximum allocation approved by the Board for all security guard services, an Amendment to the Contract will be prepared by the Department's Contracts Unit and executed by Contractor and Sheriff.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract will also be reduced correspondingly. The County's notice to the 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, the 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 made by Security Guards, Security Guard Supervisors, and members of the public and/or County personnel.

Complaint Procedures:

- 8.5.1 Within ten Business Days after the Contract effective date, Contractor must provide the County with Contractor's procedures for receiving, investigating, and responding to user complaints.
- 8.5.2 The County will review Contractor's procedures and provide Contractor with approval of said procedures or with requested changes.
- 8.5.3 If the County requests changes in Contractor's procedures, Contractor must make such changes and resubmit the procedures within five Business Days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's procedures, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5 Contractor must preliminarily investigate all complaint log complaints received from Security Guards, Security Guard Supervisors, and members of the public, and/or County personnel.
- 8.5.6 The complaint log must contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken, or reason for inaction. An updated copy of the complaint log must be made available to the County Project Director and County Project Manager upon request.
- 8.5.7 Complaints relating to Security Guard and Security Guard Supervisor's appearance, attitude, or Work performance will be recorded in the complaint log pursuant to Paragraph 8.5.6 above, and an immediate notification must be made to the County Project Manager.
- 8.5.8 Contractor must preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five Business Days of receiving the complaint.

- 8.5.9 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.
- 8.5.10 Copies of all written responses must be sent to the County Project Manager within five Business Days of mailing a response 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 the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) of this Contract, will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- a) 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 deducts from the Employee's regular pay the fees received for jury service.
- b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number

of hours if: (1) the lesser number is a recognized industry standard as determined by the County; or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the subcontract agreement.

- c) 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d) Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, 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 the County's approval, or ongoing evaluation, of such Work.

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- a) If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board.

- c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- e) 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.
- f) The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 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. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law) of this Contract, 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 the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting 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

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

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 Contractor 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. Contractor must notify the County Project Manager of any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor as described in Paragraphs 8.15.3 and 8.15.4 (b) of Exhibit A (Statement of Work) of this Contract.
- 8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by Contractor 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, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

8.18.2 The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments or Change Notices prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) 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 Amendments and Change Notices to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time

to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- a) Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address provided in Exhibit D (County Administration) of this Contract, and provided prior to commencing services under this Contract.
- b) Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- c) 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.

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide the County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must

require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claim 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

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

The policy must also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also must be covered.

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

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

operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance must also include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$ 1 million
Disease – policy limit:	\$ 1 million
Disease – each employee:	\$ 1 million

8.25.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by the County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

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

8.26.2 If the County Project Director, determines that there are deficiencies in the performance of this Contract that the County Project Director,

deems are correctable by Contractor over a certain time span, the County Project Director, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director, may: (a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of 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, or as specified in Exhibit K [Performance Requirements Summary (PRS) Chart] of this Contract, hereunder, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or (c) Upon giving five Days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be the County forces or separate private Contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

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

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Exhibit K [Performance Requirements Summary (PRS) Chart] of this Contract or Paragraph 8.26.2 above, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion,

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

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

- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

Contractor must bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Sheriff 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

- a) Contractor must develop all publicity material in a professional manner; and
- b) 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 the County without the prior written consent of the County Project Director. The County will not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) 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 the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any

such material is located outside Los Angeles County, then, at the County's option, Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 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, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) in Paragraph 8.38.3 below.
- 8.38.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference must be either: (a) repaid by Contractor to the County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate Contractor's compliance with the County's Living Wage Program, that Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to Work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the

foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign in/sign out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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 the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

- a) A description of the Work to be performed by the subcontractor.
- b) A draft copy of the proposed subcontract; and
- c) Other pertinent information and/or certifications requested by the County.

8.40.3 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were 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 the County's approval of Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 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 the 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 the County from each approved subcontractor. Before any subcontractor employee may perform any Work hereunder, Contractor must ensure delivery of all such documents to the County Contract Compliance Manager, refer to Exhibit D (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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (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 the County, in its sole discretion, to be in its best interest. Termination of Work hereunder

will be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten Days after the notice is sent.

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

- a) Stop Work under this Contract on the date and to the extent specified in such notice, and
- b) 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract.

8.43 Termination for Default

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

- a) Contractor has materially breached this Contract; or
- b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required either under this Contract; or
- c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default) it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Paragraph 8.43.3 of this Contract, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The 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 the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) 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 the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.51 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 the 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 Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to the 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 [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 subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The 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 – Integrated Pest Management (IPM) Program Compliance

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

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 Intentionally Omitted – Reduce Single-Use Plastics

8.61 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- a) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that Contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined in Paragraph 9.1.2, number 5 below, under this Contract.
- b) For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- c) If Contractor is required to pay a living wage when this Contract commences, Contractor must continue to pay a living wage for the entire term of this Contract, including any option period.
- d) If Contractor is not required to pay a living wage when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify the County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor will immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
- e) For purposes of Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: (1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time; and (2) With respect to travel by an employee between County facilities that are subject to two different Contracts between Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if Contractor pays the employee any

amount for that time or if California law requires Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance) of this Contract, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor must promptly provide such information. Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor must immediately inform the County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

Contractor must place the County-provided living wage posters at each of Contractor's places of business and locations where Contractor's employees are working. Contractor must also distribute the County-provided notices to each of its employees at least once per year. Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

9.1.7 Enforcement and Remedies

If Contractor fails to comply with the requirements of this Paragraph, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

a) Remedies for Submission of Late or Incomplete Certified Monitoring Reports

If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

i. Withholding of Payment

If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

ii. Liquidated Damages

It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are

not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

iii. Termination

Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

b) Remedies for Payment of Less Than the Required Living Wage

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

i. Withholding Payment

If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

ii. Liquidated Damages

It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed

that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

iii. Termination

Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

c) Debarment

In the event Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

Contractor must assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or the County requirements for the Work to be performed under this Contract. It is understood and agreed that Contractor will not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

9.1.10 Contractor Standards

During the term of this Contract, Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor must demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

- a) Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - i. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - ii. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - iii. Who is or will be terminated from their employment as a result of the County entering into this Contract.
- b) Contractor will not be required to hire a retention employee who:
 - i. Has been convicted of a crime related to the job or his or her performance; or
 - ii. Fails to meet any other County requirement for employees of a Contractor.
- c) Contractor will not terminate a retention employee for the first 90 Days of employment under this Contract, except for cause.

Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

9.1.12 Neutrality in Labor Relations

Contractor must not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, Contractor provides services to the County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit J [Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)] in order to provide those services. The County and Contractor therefore agree to the terms of Exhibit J, [Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")].

9.3 Intentionally Omitted – Ownership of Materials, Software and Copyright

9.4 Intentionally Omitted – Patent, Copyright and Trade Secret Indemnification

9.5 Intentionally Omitted – Data Destruction

9.6 Contractor's Charitable Activities Compliance (if applicable)

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to Complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to

either Contract termination or debarment proceedings or both. (County Code Chapter 2.202).

9.7 Local Small Business Enterprise (LSBE) Preference Program (if applicable)

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

9.7.2 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.

9.7.3 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.

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

- a) Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
- b) 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
- c) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.8.2 Contractor 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.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- a) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - b) In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - c) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

- 9.9.2 Contractor 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.
- 9.9.3 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.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- a) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - b) In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - c) Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this 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.

9.10 Intentionally Omitted – Organic Waste Recycling

9.11 Intentionally Omitted – Procurement of SB 1383-Compliant Compost and Mulch

9.12 Intentionally Omitted – Edible Food Donation

9.13 Intentionally Omitted – Compliance with County's Women in Technology Hiring Initiative

9.14 Intentionally Omitted – Reduce Single-Use Plastics

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)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments and Change Notices)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2 (Compliance with Applicable Law)

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection-Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Waiver)

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

Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in
Contract Proceeding)

Paragraph 9.1 (Compliance with County's Living Wage Program)

Paragraph 10.0 (Survival)

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

[_____]

**FOR
ARMED AND UNARMED SECURITY GUARD SERVICES
COUNTY SERVICES BUREAU**

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:

EDWARD YEN, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Michele Jackson
Principal Deputy County Counsel