ATTACHMENT E

MODEL MEMORANDUM OF UNDERSTANDING
FOR
VEHICLE TOWING AND STORAGE SERVICES

LASD-26-10087545

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

*** TOW

FOR

VEHICLE TOWING AND STORAGE SERVICES

**** Sheriff's Station

Date

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EXHIBITS

Exhibit A -	Statement of Work
Exhibit B -	Towing and Storage Services Rates
Exhibit C -	Contractor Acknowledgment and Confidentiality Agreement
Exhibit D-	Court Services
Exhibit E-	Safely Surrendered Baby Law

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MEMORANDUM OF UNDERSTANDING
FOR
VEHICLE TOWING AND STORAGE SERVICES

This Memorandum of Understanding (MOU) is made and entered into on this _____ day of _____, _____, by and between the County of Los Angeles (County), by and through the Los Angeles County Sheriff's Department (Sheriff's Department), and _____ (Contractor) for Vehicle Towing and Storage Services.

☐ Light and Medium Duty Towing ☐ Heavy Duty Towing

WHEREAS, County has a need for the towing and storage of impounded vehicles to maintain compliance with California Vehicle Code requirements; and

WHEREAS, County does not maintain garages for the storage of impounded vehicles and/or parts of vehicles, and must utilize private contractors; and

WHEREAS, Contractor possesses the competence, expertise, and meets the criteria to provide vehicle towing and storage; and

WHEREAS, County believes that it is in its best interest to enter into this MOU with Contractor to provide the services described hereunder.

NOW, THEREFORE, County and Contractor hereby agree as follows:

1. APPLICABLE DOCUMENTS

1.1 Interpretation

Exhibits A, B, C, D, and E are attached hereto and form a part of this MOU. 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 body of this MOU and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this MOU, and then to the Exhibits according to the following priority:

(a) Exhibit A - Statement of Work
(b) Exhibit B - Tow and Storage Service Rates
(c) Exhibit C - Contractor Acknowledgment and Confidentiality Agreement
(d) Exhibit D- Court Services
(e) Exhibit E- Safely Surrendered Baby Law

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1.2 Entire MOU

This MOU constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements and/or MOUs, written or oral, and all communications between the parties relating and the subject matter of this MOU. No change to this MOU shall be valid unless prepared in accordance with Paragraph 12 (Change Notices and Amendments) of this MOU.

2. DEFINITIONS

2.1 Contractor Project Manager

As used herein, the term “Contractor Project Manager” shall have the meaning specified in Subparagraph 9.1 (Contractor’s Project Manager).

2.2 Contractor Staff

As used herein, the term "Contractor Staff" shall mean the staff provided by Contractor and its Subcontractors.

2.3 County Contract Manager

As used herein, the term "County Contract Manager" shall be the Major Crimes Bureau (MCB) Investigator assigned by the Project Director, and shall have the meaning specified in Subparagraph 8.2 (County Contract Manager).

2.4 County Jail Facility; County Jail Facilities

As used herein, the term "County Jail Facility" shall mean any one, and the term "County Jail Facilities" shall mean any two or more, of the custody facilities of Sheriff’s Department.

2.5 County Project Director

As used herein, the term “County Project Director" shall be the Chief's Panel, an appointed panel of division chiefs, and have the meaning specified in Subparagraph 8.1 (County Project Director).

2.6 Fiscal Year

As used herein, the term "fiscal year" shall mean the twelve (12) month period beginning July 1 and ending June 30.

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2.7 Sheriff

As used herein, the term "Sheriff" shall mean the Sheriff of Los Angeles County or his/her authorized designee.

2.8 Subcontractor

As used herein, the term "Subcontractor" shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Paragraph 24 (Subcontracting).

3. TERM

3.1 The term of this MOU shall commence upon execution by the Sheriff or his designee and shall expire three (3) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this MOU.

3.2 The term of this MOU may be extended by the County, in the County's sole discretion, for a period not to exceed six (6) months by giving written notice to Contractor prior to the expiration of the third year.

3.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

3.4 The term of this MOU shall not be extended beyond the six (6) month option extension. Any continuation of vehicle towing and storage services for the County shall require the award of a new MOU, following an application, evaluation, facility and equipment inspection, and background investigation process. County makes no guarantee of any future contract award.

3.5 Contractor shall notify the Sheriff's Department when this MOU is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Contract Manager at the address set forth in Subparagraph 8.2.1 below.

3.6 In the event of the expiration or prior termination of this MOU, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

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4. TOWING AND STORAGE FEES

4.1 Towing and Storage Fees

4.1.1 The vehicle towing and storage fees for this MOU, including all applicable taxes, authorized by County hereunder shall not exceed the rates set forth on Exhibit B (Towing and Storage Services Rates) of this MOU.

4.1.2 The County Project Director will review the vehicle towing and storage fees every April to determine if a fee increase/decrease is justified based on the current consumer price index for Los Angeles-Riverside-Orange Counties.

4.1.3 In the event of a fee increase or decrease, the County Project Director shall provide to Contractor a revised Exhibit B (Towing and Storage Services Rates) of this MOU, which shall serve as an Amendment to this MOU but shall not require the signature of either party. A file copy of rate changes will be sent to Sheriff's Department's Fiscal Administration for reference.

4.1.4 All work completed by Contractor must be approved in writing by the Sheriff's Department. If the Sheriff's Department does not approve work in writing, no payment shall be due to Contractor for that work.

4.1.5 Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work specified in this MOU.

5. INVOICES AND PAYMENTS

5.1 Owner-Paid Fees

5.1.1 Vehicle towing and storage fees shall be paid by the owner of the vehicle or parts, or the owner's insurance company, at the time the vehicle or parts are released to the owner. The amount of such vehicle towing and storage fees shall not exceed the rates set forth in Exhibit B (Towing and Storage Services Rates) of this MOU.

5.2 County-Paid Fees

5.2.1 Contractor shall submit an original and one (1) copy of each invoice for the applicable billing period for providing County authorized services and other work in accordance with Exhibit A (Statement of Work) of this MOU. The amount of such vehicle towing and storage

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fees shall not exceed the rates set forth in Exhibit B (Towing and Storage Services Rates) of this MOU.

5.2.2 If a vehicle is seized by the Sheriff's Department and it is determined by the Sheriff's Department that the owner of the vehicle should not have to pay the cost of the vehicle towing and/or storage services, Contractor shall within five (5) calendar days of such a notice from the Sheriff's Department, refund to the vehicle owner all or that portion of the vehicle towing and/or storage fees determined to be improperly paid by the vehicle owner. Contractor shall invoice the Sheriff's Department for these refunded fees, and the Sheriff's Department agrees to pay all towing and/or storage fees so refunded.

5.2.3 County shall not be responsible for any invoice payments if any invoice is received later than sixty (60) calendar days after the date of completion of work.

5.2.3 All invoices under this MOU shall be submitted to the following address:

Los Angeles County Sheriff's Department
Fiscal Operations
211 West Temple Street, 6th floor
Los Angeles, California 90012

5.3 County Approval of Invoices

All invoices submitted by Contractor for payment must receive the written approval of Station Captain prior to any payment thereof. Approval for payment will be given promptly for approved work, and generally, payment should be made no later than thirty (30) calendar days following County's receipt of a complete and correct invoice and approval of the related work. In no event shall County be liable or responsible for any payment prior to such written approval.

5.4 Invoice Detail

Each invoice submitted by Contractor shall indicate:

a. County's Agreement Number

b. Services or other work for which payment is claimed

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c. Dates of the charges incurred

d. The total charges for all work provided

e. Indication of any applicable withhold amount for payments claimed

f. Indication of any applicable credits due to County

g. Any other information reasonably required by County

5.5 County's Right to Withhold Payment

Notwithstanding any other provision of this MOU, County may upon written notice to Contractor withhold payment for any work while Contractor is in default hereunder. Sheriff, in his sole discretion, may waive County's right to withhold payment as described in this Subparagraph 5.5.

5.6 Sales/Use Taxes

The vehicle towing and storage fees listed in Exhibit B (Towing and Storage Service Rates) of this MOU shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California sales/use taxes pursuant to or otherwise due as a result of this MOU. All California sales/use taxes shall be paid directly by Contractor to the State. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from any and all such California sales/use taxes.

5.7 Written Approval for Reimbursement

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of 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, shall not occur except with the County's express prior written approval.

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5.8 No Payment for Services Provided Following Expiration-Termination of MOU

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

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

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

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

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

5.9.4 At any time during the duration of the MOU, 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 Sheriff's Department shall decide whether to approve exemption requests.

5.10 County's Obligation in Future Fiscal Years

Notwithstanding any other provision of this MOU, County shall not be obligated for Contractor's performance hereunder or by any provision of this MOU during any of County's future fiscal years unless and until the County's

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Board of Supervisors appropriates funds for this MOU in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this MOU, then this MOU shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

5.11 Budget Reductions

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

6. WORK

6.1 General

Pursuant to the provisions of this MOU, Contractor shall fully perform, complete, and timely deliver all tasks, deliverables, services, and other work as set forth in this MOU.

6.2 Unapproved Work

If Contractor provides services or other work to County other than those specified in this MOU, or if Contractor provides such items requiring County's prior approval without first having obtained such approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor.

6.3 County's Right to Reject

County reserves the right to reject any tasks, deliverables, goods, services, and/or other work if not approved by County pursuant to Subparagraph 8.2 (County Approval of Work) or any other provision of this MOU.

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7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification

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

7.2 Insurance

7.2.1 Without limiting Contractor's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein. 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 MOU. 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 MOU.

7.2.2 Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.

2. Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU by name or number, and be signed by an authorized representative of

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the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Sheriff's Department
Major Crimes Bureau – Tow Detail
11515 South Colima Road, Bldg. E, Room 106
Whittier, California 90604
Attention: County Contract Manager, Vehicle Towing and Storage Services MOU

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against contractor and/or County.

7.2.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out

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of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.2.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this MOU.

7.2.5 Failure to Maintain Insurance

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

7.2.6 Insurer Financial Ratings

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

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7.2.7 Contractor's Insurance Shall Be Primary

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

7.8 Waivers of Subrogation

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

7.9 Subcontractor Insurance Coverage Requirements

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

7.10 Deductibles and Self-Insured Retentions (SIRs)

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

7.11 Claims Made Coverage

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

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this MOU. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

7.12 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.

7.13 Separation of Insureds

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

7.14 Alternative Risk Financing Programs

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

7.15 County Review and Approval of Insurance Requirements

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

7.16 Insurance Coverage

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

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

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Each Occurrence: $1 million

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

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. Crime Coverage: A Fidelity Bond or Crime Insurance policy with limits of not less than $50,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by 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. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

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5. Garage Insurance: (Written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

a. Garage Operations – Liability Other than Covered Autos

General Aggregate:	$4,000,000
Products/Completed Operations:	$2,000,000
Personal and Advertising Injury:	$1,000,000
Per Accident:	$2,000,000

b. Garage Operations – Liability for Covered Autos

Automobile liability for all Contractor's "owned," non-owned," and "hired" vehicles, or coverage for "any auto": - $1,000,000

6. Garagekeepers Liability: Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than $500,000 per vehicle, or highest valued vehicle, whichever is greater.

7. Cargo Insurance: Not less than $50,000 or highest valued vehicle, whichever is greater.

7.17 Contractor shall maintain evidence of the ability to respond in damage claims as required by California Vehicle Code.

8. ADMINISTRATION OF MOU - COUNTY

8.1 County Project Director

8.1.1 The Chief's Panel, an appointed panel of division chiefs, shall serve as the County Project Director for this MOU.

Chief's Panel
Los Angeles County Sheriff's Department
Major Crimes Bureau
11515 South Colima Road, Bldg. E, Room 106
Whittier, California 90604

8.1.2 The County Project Director may suspend or cancel towing MOUs for a violation (s) of the MOU after a review of the evidence presented by the County Contract Manager.

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8.1.3 Notification of any suspension or cancellation will be made to the appropriate Station Commander.

8.2 County Contract Manager

8.2.1 For this MOU, the County Contract Manager shall be the following Major Crimes Bureau (MCB) Investigator assigned by the County Project Director:

MCB Investigator: ***

Address: Major Crimes Bureau
11515 South Colima Road, Bldg. E, Room 106
Whittier, California 90604

8.2.2 County shall notify Contractor in writing of any change in the name or address of County Contract Manager.

8.2.3 County Contract Manager shall have overall responsibility for ensuring that the objectives of this MOU are met.

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

8.2.5 County Contract Manager shall provide direction to Contractor in the areas relating to, but not limited to, County policy, information requirements, and procedural requirements.

8.2.6 County Contract Manager shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

8.2.7 County Contract Manager shall conduct scheduled and unscheduled inspections of towing facilities.

8.2.8 County Contract Manager shall review the consumer price index for Los Angeles-Riverside-Orange Counties every April and present to the County Project Director any proposed vehicle towing and storage fee increases or decreases.

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8.2.9 County Contract Manager shall coordinate with the Contractor Project Manager or their representative as required regarding towing matters.

8.2.10 County Contract Manager shall maintain vehicle towing and storage services contract files.

8.3 County Approval of Work

8.3.1 All services and other work provided by Contractor for the Sheriff's Department must be provided solely as specified in Exhibit A (Statement of Work) of this MOU and must receive the written approval of Sheriff's Department Station Commander or his designee in order to qualify for payment. The Sheriff's Department Station Commander or his designee shall ensure that a Vehicle Report (California Highway Patrol Form 180) is properly and completely filled out and provided to Contractor for all privately-owned vehicles prior to towing of the vehicle as specified in Exhibit A (Statement of Work) of this MOU. In no event shall County be liable or responsible for any payment prior to such written approval, nor for payment of vehicle towing and storage services that exceed the rates set forth in Exhibit B (Towing and Storage Services Rates) of this MOU.

8.3.2 The Sheriff's Department will determine if a vehicle is seized improperly and without justification and will notify the Contractor in writing if the owner of the vehicle should not have to pay the cost of the towing and/or storage fees. Contractor shall within five (5) calendar days of such a notice from the Sheriff's Department, refund to the vehicle owner all or that portion of the vehicle towing and/or storage fees determined to be improperly paid by the vehicle owner. Contractor shall invoice the Sheriff's Department for these refunded fees, and the Sheriff's Department agrees to pay for all vehicle towing and/or storage charges so refunded, as specified in Subparagraph 5.1 (Payment) of this MOU.

8.4 County Personnel

Unless otherwise stated in this MOU, all County personnel assigned to this MOU shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

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9. ADMINISTRATION OF MOU - CONTRACTOR

9.1 Contractor Project Manager

9.1.1 Contractor Project Manager shall be the following individual, who shall be a full-time employee of Contractor:

Name: _____

Address: _____

City/Zip: _____

Phone No.: _____

9.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities hereunder and for reporting to County in the manner set forth in Subparagraph 9.5 (Reports by Contractor) and in Exhibit A (Statement of Work) of this MOU.

9.1.3 Contractor Project Manager shall coordinate with County Project Director on a regular basis.

9.2 Background Investigation

9.2.1 All Contractor owners, principals, and officers, and all Contractor Staff performing services under this MOU, shall undergo and pass a background investigation to the satisfaction of the Sheriff's Department as a condition of beginning and continuing to perform services under the MOU. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor Staff passes or fails the background investigation.

9.2.2 If a member of Contractor Staff does not pass the background investigation, the County may request that the member of Contractor Staff be removed immediately from performing services under the MOU. Contractor shall comply with County's request for background investigations at any time during the term of the MOU. County will

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not provide to Contractor or to Contractor Staff any information obtained through the County's background investigation.

9.2.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor Staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

9.2.4 Disqualification of any member of Contractor Staff pursuant to this Paragraph 9.2 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this MOU.

9.3 Approval of Contractor Staff

County has the absolute right to approve or disapprove all of Contractor Staff performing work hereunder, and any proposed changes in Contractor Staff, including but not limited to Contractor Project Manager and towing truck operators.

9.4 Reports by Contractor

9.4.1 Contractor shall provide Station Commander or his designee with written monthly reports as specified in Exhibit A (Statement of Work) of this MOU.

9.4.2 Contractor shall deliver to Station Commander or his designee one (1) hard copy of each of such report executed by Contractor Project Manager. Contractor shall report any change in ownership of the business, including corporate officers.

10. RECORD RETENTION AND INSPECTION

10.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this MOU in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this MOU. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this MOU. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this MOU and for a period of five (5) years

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thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then Contractor shall transport such material to a location in Los Angeles County or pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

10.2 In the event that an audit is conducted of Contractor specifically regarding this MOU by any Federal or State auditor, or by any auditor or accountant who is not an employee of Contractor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this MOU. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

10.3 Failure on the part of Contractor to comply with the provisions of this Paragraph 10 (Record Retention and Inspection) shall constitute a material breach of this MOU upon which County may terminate or suspend this MOU.

11. NOTICES

All notices or demands required or permitted to be given or made under this MOU, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party.

The Sheriff's Department shall have the authority to issue all notices or demands which are required or permitted by County under this MOU.

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If to County:

Chief's Panel
Los Angeles County Sheriff's Department
Captain, Major Crimes Bureau
11515 South Colima Road, Bldg. E, Rm.106
Whittier, California 90604
Facsimile: (562) 944-5982
E-mail: MCBTowContracts@lasd.org

If to Contractor:

NAME: _____
ADDRESS: _____
CITY/ ZIP: _____
Facsimile: _____
E-mail: _____

12. CHANGE NOTICES AND AMENDMENTS

12.1 County reserves the right to initiate changes to any portion of the work required under this MOU or any other provision of this MOU. All such changes shall be accomplished in writing and only as provided in this Paragraph 12 (Change Notices and Amendments).

12.2 With the exception of changes made in accordance with Subparagraphs 3.2 and 4.1.3 of this MOU, all changes to this MOU shall be in the form of either a Change Notice or an Amendment, and executed by Contractor and the Sheriff or his designee or the County Board of Supervisors, as determined by County to be appropriate and or required by County Code, rules, or regulations.

13. WARRANTY AGAINST CONTINGENT FEES

13.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this MOU 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.

13.2 For breach of the warranty set forth in Subparagraph 13.1, County shall have the right to terminate this MOU and, in its sole discretion, deduct from the MOU price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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14. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying Firm as defined in County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this MOU upon which County may immediately terminate or suspend this MOU.

15. PUBLICITY

Contractor shall not disclose any details in connection with this MOU to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this MOU within the following conditions:

(a) Contractor shall develop all publicity material in a professional manner.

(b) During the term of this MOU, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director.

(c) Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this MOU with County, provided that the requirements of this Paragraph 15 shall apply.

16. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this MOU, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this MOU, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

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17. ACCESS TO COUNTY JAIL FACILITIES

17.1 General

If Contractor's Staff are granted access to County Jail Facilities for the purpose of performing Contractor's obligations under this MOU, such access shall be subject to Contractor's prior notification to County Project Director and full compliance with all County administrative and security requirements,. Access to County Jail Facilities, outside the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, County observed holidays excepted, must be approved in writing in advance by County Project Director. While present at a County Jail Facility, Contractor's Staff shall be accompanied by County personnel at all times in accordance with Sheriff's Department security requirements and shall fully comply with all rules, regulations, policies and procedures of the County Jail Facility. Contractor shall have no tenancy or any other property or other rights in County Jail Facilities.

17.2 Security Search of Contractor's Staff

Weapons, drugs, alcohol, tobacco products and other contraband are not permitted at County Jail Facilities, and all persons entering are subject to search. Contractor's Staff shall be subject to all County Jail Facility rules, regulations, policies, and procedures while present at a County Jail Facility, including, but not limited to, a criminal background investigation pursuant to Subparagraph 9.4 (Background Investigation) of this MOU. As requested by Sheriff's Department staff, Contractor's Staff shall submit to a search of his/her person and/or property at any time while entering, leaving, or working at a County Jail Facility. Any breach of security by Contractor or any Contractor's Staff may result in the denial of further access to County Jail Facilities and may be cause for criminal prosecution.

18. CONFIDENTIALITY

18.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without

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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 18, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 18 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

18.3 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this MOU.

19. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITION

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

19.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the MOU, 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 MOU will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

19.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person

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or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the MOU which may result in the termination of this MOU. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

20. COUNTY/DEPARTMENT REGULATIONS

Contractor and its employees shall become familiar with and shall obey all County and Sheriff's Department regulations, including, but not limited to, fire, traffic safety and security regulations. Any and all Contractor equipment shall be conspicuously marked for easy identification when entering or exiting County facilities.

21. INDEPENDENT CONTRACTOR STATUS

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

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

21.3 Contractor understands and agrees that all persons performing work pursuant to this MOU are, for purposes of workers' compensation liability, the sole employees of Contractor and its Subcontractors and not employees of County. Contractor and its Subcontractors shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this MOU.

21.4 Contractor has the sole right and obligation to supervise, manage, direct, procure, perform or cause to be performed, all work to be performed by Contractor under this MOU unless otherwise provided herein. Contractor and County agree that neither Contractor nor County shall be involved in the termination or other discipline of any employees of the other party.

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22. SUBCONTRACTING

22.1 Portions of the work performed under this MOU may be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 22 (Subcontracting). However, Station Captain shall be notified in writing within three (3) business days of any such subcontract. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this MOU, without notice to the Station Captain, shall be null and void and shall constitute a material breach of this MOU upon which County may immediately terminate this MOU. Contractor shall notify all potential Subcontractors of the provisions of this Paragraph 22 (Subcontracting).

22.2 When Contractor subcontracts any portion of its performance, obligations, or responsibilities under this MOU, Contractor shall make a written notice to County. Contractor's notice to County shall include:

(a) Name of subcontractor.

(b) The reason(s) for the particular subcontract.

(c) A detailed description of the work performed (or to be performed) by the subcontractor.

(d) A copy of the subcontractor's current insurance, which must adhere to the same requirements of the contractor.

(e) The subcontractor's current Motor Carrier Permit and CA number

(f) Any other information and/or certifications requested by County.

22.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, liabilities, damages, costs, and expenses, including, but not limited to, reasonable defense costs and legal, accounting or other expert consulting or professional fees in any way directly or indirectly arising from or related to Contractor's use of any Subcontractor, including any officers, employees, or agents of any Subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this MOU.

22.4 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this MOU, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder, and no subcontract

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shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such approval limit in any way any of County's rights or remedies contained in this MOU. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowed ability or appropriateness of any cost or payment under this MOU.

22.5 County consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees. Contractor is responsible to notify its Subcontractors of this right. County Project Director is authorized to act for and on behalf of County with respect to approval of any Subcontractor employees.

22.6 Contractor shall be solely liable and responsible for any and all payments and other compensation to all Subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

23. COMPLIANCE WITH APPLICABLE LAW

23.1 In the performance of this MOU, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

23.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 23 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right

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to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

24. FAIR LABOR STANDARDS

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

25. NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

25.3 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.

25.4 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be

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denied the benefits of, or be otherwise subjected to discrimination under this MOU or any project, program, or activity supported by this MOU.

25.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 28 (Nondiscrimination and Affirmative Action) when so requested by County.

25.6 If County finds that any of the provisions of this Paragraph 25 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this MOU upon which County may immediately terminate this MOU. While County reserves the right to determine independently that the anti-discrimination provisions of this MOU have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this MOU.

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

26. EMPLOYMENT ELIGIBILITY VERIFICATION

26.1 Contractor warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this MOU meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal 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 shall retain all such documentation for all covered employees for the period prescribed by law.

26.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, reasonable defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any

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employer sanctions and any other liability which may be assessed against Contractor, County, or both in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work under this MOU. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 26 (Employment Eligibility Verification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval

27. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this MOU are for convenience only and are not a part of this MOU and shall not be used in construing this MOU.

28. WAIVER AND VALIDITY

28.1 No waiver by County of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 28 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

28.2 If any provision of this MOU or the application thereof to any person or circumstance is held invalid, then the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected hereby.

29. GOVERNING LAW, JURISDICTION, AND VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further

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agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

30. SEVERABILITY

If any provision of this MOU is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this MOU is found to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed deleted here from and the validity, legality and enforce ability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

31. TERMINATION FOR IMPROPER CONSIDERATION

31.1 County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this MOU if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this MOU or securing favorable treatment with respect to the award, amendment, or extension of this MOU or the making of any determinations with respect to Contractor's performance pursuant to this MOU. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

32. TERMINATION FOR INSOLVENCY

32.1 County may terminate this MOU immediately at any time following the occurrence of any of the following:

(a) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of

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business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code.

(b) The filing of a voluntary or involuntary petition regarding Contractor under the United States Bankruptcy Code.

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

(d) The execution by Contractor of a general assignment for the benefit of creditors.

32.2 The rights and remedies of County provided in this Paragraph 32 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

33. TERMINATION FOR DEFAULT

33.1 County may, by written notice to Contractor, terminate the whole or any part of this MOU, if, in the sole judgment of County Project Director:

1. Contractor has materially breached this MOU; or

2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this MOU (i.e. Contractor fails to provide service such as turning calls down, not being available for calls, and late response times to calls or other work within the times specified in this MOU or any authorized extensions thereof); or

3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this MOU, or of any obligations of this MOU and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

33.2 In the event that County terminates this MOU in whole or in part as provided in Subparagraph 33.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this MOU

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to the extent not terminated under the provisions of this Paragraph 33 (Termination for Default).

33.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 33.2 if its failure to perform this MOU arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor(s)" means subcontractor(s) at any tier.

33.4 If, after County has given notice of termination under the provisions of Paragraph 33 (Termination for Default), it is determined by County that the Contractor was not in default under the provisions of Paragraph 33 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 33.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

33.5 The rights and remedies of County provided in this Paragraph 33 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

34. TERMINATION FOR CONVENIENCE

34.1 This MOU may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) calendar days after the notice is sent, provided that in the event County has purported to terminate this MOU for default by notice pursuant to

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Paragraph 33 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

34.2 After receipt of a notice of termination, and except as otherwise directed by County, Contractor shall:

a) Stop work under this MOU on the date and to the extent specified in such notice; and

(a) Transfer possession and deliver to County all other completed work and work in process; and

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

34.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this MOU shall be maintained by Contractor in accordance with Paragraph 10 (Record Retention and Inspection) of this MOU.

34.4 Contractor may terminate this MOU upon giving thirty (30) calendar days advance written notice to County.

35. AUDIT SETTLEMENTS

If, at any time during the term of this MOU or within five (5) years after the expiration or termination of this MOU, representatives of County conduct an audit of Contractor regarding the work performed under this MOU, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this MOU or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this MOU exceed the funds appropriated by County for the purpose of this MOU.

36. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the time the work is to be performed in this MOU, that party shall, within five (5) calendar days, give notice

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thereof, including all relevant information with respect thereto, to the other party.

37. CONFLICT OF INTEREST

37.1 No County employee whose position with County enables such employee to influence the award of this MOU or any competing MOU, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this MOU. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

37.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MOU. Contractor warrants that it is not now aware of any facts which do or could 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 shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 37 (Conflict of Interest) shall be a material breach of this MOU.

38. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

38.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided by law or under this MOU.

39. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this MOU all

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licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to County Jail Facilities and Contractor's services under this MOU. Contractor shall further ensure that all of its officers, employees, agents, and Subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this MOU all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to County Project Director.

40. DISPUTES

Any dispute which may arise between Contractor and County with respect to the performance of any work under this MOU shall be brought to the attention of the Sheriff, or his designee, and shall be resolved by Sheriff/designee, in his sole judgment.

41. CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

41.1 Should Contractor require additional or replacement personnel after the effective date of this MOU, 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.

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

42. COUNTY's QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this MOU on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with the terms and conditions and performance standards of this MOU. Contractor deficiencies which County determines are significant or continuing and

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

43. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

43.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this MOU to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this MOU 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 shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

44. 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 43 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this MOU shall constitute a default by Contractor under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure to cure such default within ninety (90) calendar days of notice of written notice shall be grounds upon which County may terminate this MOU pursuant to Paragraph 38 (Termination for Default) of this MOU and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

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45. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business.

46. SECURITY REQUIREMENTS

Nothing in this MOU shall be construed in any way to limit the authority of County to prescribe new, or to enforce existing, security regulations governing admission or exclusion of persons and the conduct of personnel while in or around County facilities, including, but not limited to, the right to search all persons and vehicles. Contractor shall return to County any items of identification which may have been issued to Contractor's employees during the course of this MOU.

47. SAFETY REQUIREMENTS

Contractor shall perform all work in a safe manner and shall comply with the requirements of State and local rules and regulations and CAL-OSHA safety standards.

48. TRADE SECRETS

Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall hold County harmless from any and all damages, costs, and expenses, by reason of any disclosure by County of any trade secrets, confidential information, and/or proprietary information.

49. COUNTY PERFORMANCE OF CONTRACTED WORK

49.1 Should an emergency require performance of work beyond the capability of Contractor, County may perform or supplement performance of work with County or other contracted personnel. Such performance shall not constitute a breach of this MOU by County.

49.2 County shall be entitled to an equitable adjustment for any work performed by County personnel pursuant to this Paragraph 49, if such work would normally have been required by Contractor in the performance of this MOU. Such performance and adjustment shall not constitute a termination for convenience by County within the meaning of Paragraph 34 (Termination for Convenience) of this MOU.

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49.3 Nothing in this Paragraph 49 (County Performance of Contractor Work) shall be deemed to waive or limit any right of County under this MOU.

50. NON-EXCLUSIVITY

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

,

51. EXCLUSION OF WARRANTIES

Except as provided in this MOU, there are no other warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness of a product for a particular purpose.

52. AUTHORIZATION WARRANTY

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

53. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

53.1 Jury Service Program

This MOU 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.

53.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

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2. For purposes of this Paragraph 53 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under the MOU, Subcontractor shall also be subject to the provisions of this Paragraph 53 (Compliance with County's Jury Service Program). The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the MOU commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the MOU and at its sole discretion, that Contractor demonstrate, to County's satisfaction, that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph 53 (Compliance with County's Jury Service Program) may constitute a material breach of the MOU. In the event of such material breach, County may, in its sole discretion, terminate the MOU and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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54. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

54.2 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 MOU will maintain compliance, with Los Angeles County Code Chapter 2.206.

55. 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 54 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this MOU. Without limiting the rights and remedies available to County under any other provision of this MOU, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this MOU and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

56. TIME OFF FOR VOTING

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

57. CONTRACTOR RESPONSIBILITY AND DEBARMENT

57.1 Responsible Contractor

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

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57.2 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 MOU or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the MOU, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

57.3 Non-responsible Contractor

County may debar Contractor if the County Board of Supervisors 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 the Contractor's quality, fitness or capacity to perform a contract with 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.

57.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

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3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.

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

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

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57.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

58. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

58.3 Disqualification of any member of Contractor Staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this MOU.

59. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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

60. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

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61. RECYCLED BOND PAPER

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

62. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

63. PUBLIC RECORDS ACT

63.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 33 (Record Retention and Inspection) of this MOU; as well as those documents which were required to be submitted in response to the Request for Applications (RFA) used in the solicitation process for this MOU, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

64. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, Exhibit E (Safely Surrendered Baby Law), in a

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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 www.babysafela.org.

65. 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.

66. 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 twelve (12) months after the date of the final decision in the proceeding involving this MOU. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this MOU as determined in the sole discretion of the County.

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MEMORANDUM OF UNDERSTANDING
FOR
VEHICLE TOWING AND STORAGE SERVICES

In witness whereof, COUNTY has caused this MOU to be executed by the Sheriff of Los Angeles County or his designee, and CONTRACTOR has caused this MOU to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

BY_____
Sheriff, Los Angeles County

Date_____

CONTRACTOR

_____

BY_____

Name_____

Title_____

Date_____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____***Signature on File***_____
Principal Deputy County Counsel

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