



**CONTRACT**

**BY AND BETWEEN**

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY**

**AND**

**CONTRACTOR**

**FOR**

**CONSOLIDATED PLAN CONSULTING SERVICES**

## **TABLE OF CONTENTS**

|            |                                                                                   |           |
|------------|-----------------------------------------------------------------------------------|-----------|
| <b>1.0</b> | <b>SECTION ONE</b>                                                                | <b>6</b>  |
| 1.1        | Definitions                                                                       | 6         |
| 1.2        | Entire Contract                                                                   | 7         |
| 1.3        | Standard Exhibits                                                                 | 7         |
| 1.4        | Scope of Services                                                                 | 8         |
| 1.5        | Contract Term                                                                     | 8         |
| 1.6        | Contract Sum                                                                      | 8         |
| 1.7        | Amendments                                                                        | 10        |
| 1.8        | Source and Appropriation of Funds                                                 | 11        |
| <b>2.0</b> | <b>SECTION TWO</b>                                                                | <b>12</b> |
| 2.1        | Assignment and Delegation                                                         | 12        |
| 2.2        | Mergers or Acquisitions                                                           | 12        |
| 2.3        | Compliance with County Code and Policies                                          | 12        |
| 2.4        | Compliance with Applicable Laws                                                   | 13        |
| 2.5        | Subcontracting                                                                    | 13        |
| 2.6        | Conflict of Interest                                                              | 14        |
| 2.7        | County Lobbyist Ordinance                                                         | 14        |
| 2.8        | Federal Lobbyist Requirements                                                     | 15        |
| 2.9        | Campaign Contribution Prohibition Following Final Decision in Contract Proceeding | 15        |
| 2.10       | Prohibition from Participation in Future Solicitations                            | 15        |
| 2.11       | Independent Contractor Status                                                     | 16        |
| 2.12       | Confidentiality                                                                   | 16        |
| 2.13       | Public Records Act                                                                | 18        |
| 2.14       | Publicity                                                                         | 18        |
| 2.15       | Seals and Logo                                                                    | 19        |
| 2.16       | Record Retention and Inspection-Audit Settlement                                  | 199       |
| 2.17       | Warranty Against Contingent Fees                                                  | 20        |
| <b>3.0</b> | <b>SECTION THREE</b>                                                              | <b>20</b> |
| 3.1        | LACDA's Administration                                                            | 20        |
| 3.2        | Contractor's Administration                                                       | 21        |
| 3.3        | Notices                                                                           | 23        |
| 3.4        | Notice of Delays                                                                  | 24        |
| 3.5        | Notice of Disputes                                                                | 24        |
| 3.6        | Notice to Employees Regarding the Federal Earned Income Credit                    | 24        |
| 3.7        | Damage to LACDA Facilities, Buildings or Grounds                                  | 24        |
| 3.8        | Hiring Considerations                                                             | 24        |
| <b>4.0</b> | <b>SECTION FOUR</b>                                                               | <b>25</b> |
| 4.1        | Employment Eligibility Verification                                               | 25        |
| 4.2        | Nondiscrimination and Affirmative Action                                          | 25        |
| 4.3        | Fair Chance Employment Practices                                                  | 30        |

|            |                                                                                                     |           |
|------------|-----------------------------------------------------------------------------------------------------|-----------|
| 4.4        | Compliance with the LACDA's Policy of Equity .....                                                  | 29        |
| 4.5        | Jury Service Program .....                                                                          | 29        |
| 4.6        | Time Off For Voting .....                                                                           | 30        |
| 4.7        | Defaulted Property Tax Reduction Program .....                                                      | 30        |
| 4.8        | Zero Tolerance Policy on Human Trafficking .....                                                    | 31        |
| 4.9        | Child Support Compliance Program .....                                                              | 31        |
| 4.10       | Contractor's Acknowledgment and Notice to its Employees of the Safely<br>Surrendered Baby Law ..... | 32        |
| 4.11       | LACDA's Smoke Free Policy .....                                                                     | 32        |
| 4.12       | Recycled Bond Paper .....                                                                           | 32        |
| 4.13       | Intentionally Omitted. ....                                                                         | 33        |
| 4.14       | Intentionally Omitted. ....                                                                         | 33        |
| 4.15       | Intentionally Omitted. ....                                                                         | 33        |
| 4.16       | Intentionally Omitted. ....                                                                         | 33        |
| 4.17       | Intentionally Omitted. ....                                                                         | 33        |
| 4.18       | Intentionally Omitted. ....                                                                         | 33        |
| <b>5.0</b> | <b>SECTION FIVE.....</b>                                                                            | <b>33</b> |
| 5.1        | Information and Security .....                                                                      | 33        |
| 5.2        | Information Security and Privacy Program.....                                                       | 33        |
| 5.3        | Operational Management .....                                                                        | 35        |
| 5.4        | Use, Storage, Transmit, and Access Control .....                                                    | 35        |
| 5.5        | Intentionally Omitted .....                                                                         | 35        |
| 5.6        | Return or Destruction of LACDA Information .....                                                    | 38        |
| 5.7        | Business Continuity and Disaster Recovery .....                                                     | 39        |
| 5.8        | Privacy and Security Audits .....                                                                   | 39        |
| 5.9        | Intentionally Omitted.....                                                                          | 40        |
| 5.10       | Employee Training.....                                                                              | 40        |
| <b>6.0</b> | <b>SECTION SIX.....</b>                                                                             | <b>41</b> |
| 6.1        | Indemnification.....                                                                                | 41        |
| 6.2        | General Provisions for All Insurance Coverage .....                                                 | 41        |
| 6.3        | Insurance Coverage .....                                                                            | 45        |
| 6.4        | Quality Assurance Plan.....                                                                         | 46        |
| 6.5        | Liquidated Damages.....                                                                             | 46        |
| 6.6        | Termination for Convenience .....                                                                   | 47        |
| 6.7        | Termination for Default .....                                                                       | 48        |
| 6.8        | Termination for Improper Consideration .....                                                        | 49        |
| 6.9        | Termination for Insolvency.....                                                                     | 49        |
| 6.10       | Intentionally Omitted.....                                                                          | 50        |
| 6.11       | Responsibility and Debarment .....                                                                  | 50        |
| <b>7.0</b> | <b>SECTION SEVEN.....</b>                                                                           | <b>52</b> |
| 7.1        | Contractor's Charitable Activities Compliance .....                                                 | 52        |
| 7.2        | Force Majeure.....                                                                                  | 52        |
| 7.3        | Most Favored Public Entity .....                                                                    | 53        |

|      |                                              |    |
|------|----------------------------------------------|----|
| 7.4  | Governing Law, Jurisdiction, and Venue.....  | 53 |
| 7.5  | Survival .....                               | 53 |
| 7.6  | Counterparts and Electronic Signatures ..... | 54 |
| 7.7  | Authorization Warranty .....                 | 54 |
| 7.8  | Validity .....                               | 55 |
| 7.9  | Non Exclusivity .....                        | 55 |
| 7.10 | Waiver.....                                  | 55 |

## STANDARD EXHIBITS

Exhibit A – Statement of Work

Exhibit B – Fee Schedule

Exhibit C – LACDA's Administration

Exhibit D – Contractor's Administration

Exhibit E – Required Contract Forms and Certifications

**CONTRACT BETWEEN  
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
AND  
CONTRACTOR'S COMPLETE OFFICIAL NAME  
FOR  
CONSOLIDATED PLAN CONSULTING SERVICES**

This Contract for Consolidated Plan Consulting Services ("**Contract**" or "**Agreement**") is entered into this 31<sup>st</sup> day of March, 2027 by and between the Los Angeles County Development Authority, hereinafter referred to as the ("**LACDA**") and contractor's complete official name, hereinafter referred to as the ("**Contractor**"). The LACDA and Contractor are herein referred to as collectively the "**Parties**", or individually as the "**Party**".

**RECITALS**

**WHEREAS**, the LACDA may contract with private businesses for consolidated plan consulting services when certain requirements are met;

**WHEREAS**, the LACDA has sought, by issuance of a Request for Quotes, the performance of the services defined and described in this Agreement, to which the Contractor, following submission of a proposal was selected by the LACDA to perform those services;

**WHEREAS**, on date spelled out, the LACDA's Board of Commissioners ("**Board**") delegated authority for the LACDA's Executive Director, or duly authorized designee (hereinafter jointly referred to as the "**Executive Director**") to execute a contract for Services with the Contractor for a yearly compensation of up to \$0.00; and

**WHEREAS**, the Contractor is a recognized professional(s) with extensive experience and training in their specialized field. In rendering these services, the Contractor will, at a minimum, exercise the ordinary care and skill expected from the average practitioner in the Contractor's profession acting under similar circumstances, in

consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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

## **1.0 SECTION ONE**

### **1.1 Definitions**

#### **1.1.1 Board of Commissioners**

The Board of Commissioners of the LACDA acting as their governing body.

#### **1.1.2 Board of Supervisors**

The Board of Supervisors of the County of Los Angeles acting as their governing body.

#### **1.1.3 Contract**

This agreement executed between the LACDA and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

#### **1.1.4 Contractor**

The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the LACDA to perform or execute the work covered by this Contract. The Contractor includes its officers, employees, agents, volunteers, interns, and Subcontractors providing services hereunder and/or by any other person performing or executing the work covered by this Contract.

#### **1.1.5 Contractor's Project Manager**

The person designated by the Contractor to administer the Contract operations under this Contract.

#### **1.1.6 County**

The County of Los Angeles.

#### **1.1.7 Day(s)**

Calendar day(s) unless otherwise specified.

#### **1.1.8 Fiscal Year**

The twelve (12) month period beginning July 1st and ending the following June 30th.

1.1.9 LACDA Observed Holidays

Days on which LACDA are closed for business in observance of significant events. A list of LACDA observed holidays may be found in Exhibit A, Statement of Work in this Contract.

1.1.10 LACDA's Project Manager

The person designated by the LACDA to manage and facilitate the administrative functions of the Contract.

1.1.11 Statement of Work

A written description of the work to be performed by the Contractor to meet the needs of the LACDA, including special provisions pertaining to the method, frequency, manner, and place of performing the Contract services.

1.1.12 Subcontract

An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

1.1.13 Subcontractor

Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement. The Contractor is responsible for the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

**1.2 Entire Contract**

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 1.7, Amendments and signed by the Parties. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

**1.3 Standard Exhibits**

The below Exhibits are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and

then to the Exhibits according to the following priority:

Exhibit A - Statement of Work

Exhibit B - Fee Schedule

Exhibit C - LACDA Administration

Exhibit D - Contractor Administration

Exhibit E - Forms Required at Execution of Contract

Exhibit F – Charitable Contribution Certification

#### **1.4 Scope of Services**

The Contractor will fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work. All tasks, deliverables, or services performed by the Contractor are subject to the written approval of the LACDA Project Manager. Approval or rejection of deliverable(s) will not be unreasonably withheld by the LACDA.

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the LACDA.

#### **1.5 Contract Term**

The term of this Contract will commence on April 1, 2027 and will be in full force and effect through March 31, 2028 ("**Term**"), subject to LACDA's right to terminate earlier in accordance with this Contract.

##### **1.5.1 Term Extensions**

The LACDA will have the sole option to extend this Term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Each such extension will be exercised at the sole discretion of the Executive Director.

##### **1.5.2 6-Months Within Expiration**

The Contractor must provide written notification to the LACDA's Project Manager when this Contract is within six (6) months from the expiration of the Term at the address provided in Exhibit C, LACDA's Administration.

#### **1.6 Contract Sum**

The maximum amount of this Contract will be spell out the amount and 00/100 Dollars (\$00.00) ("**Maximum Amount**") for the Term of this Contract. Any costs incurred to complete the Services in excess of the Maximum Amount will be borne by the Contractor.

##### **1.6.1 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement

for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to Services hereunder in excess of the Maximum Amount, unless approved by the LACDA through a written amendment to this Contract.

Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the LACDA's express prior written approval, as further provided in Paragraph 2.1, Assignment and Delegation/Mergers or Acquisitions.

1.6.2 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount. Upon occurrence of this event, the Contractor must send written notification to the LACDA Contract Manager at the address herein provided in Exhibit C, LACDA's Administration.

1.6.3 No Payment for Services Provided Following Expiration or Termination of Contract

The Contractor will have no claim against LACDA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment they must immediately notify the LACDA and will immediately repay all such funds to the LACDA.

Payment by the LACDA for Services rendered after the expiration or termination of this Contract will not constitute a waiver of the LACDA's right to recover such payment from the Contractor.

1.6.4 Budget Reductions

In the event that the LACDA's Board adopts, in any twelve (12) month period beginning July 1st and ending the following June 30th ("**Fiscal Year**"), a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of the LACDA employees and imposes similar reductions with respect to the LACDA contracts, the LACDA reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract, including any extensions, and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The LACDA's notice to the Contractor

regarding said reduction in payment obligation will be provided within thirty (30) days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

#### 1.6.5 Invoices and Payments

The Contractor must invoice LACDA only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by LACDA under the terms of this Contract.

Payment to the Contractor will be in arrears and based upon the approval and acceptance of tasks, deliverables, or services performed as set forth in Exhibit A, Statement of Work, and in accordance with Paragraph 1.4, Scope of Services, and Exhibit B, Fee Schedule, provided that the Contractor is not in default under any provision of this Contract and has submitted a complete and accurate invoice of payment due.

The LACDA's acceptance of services and/or deliverables will not be unreasonably withheld. The Contractor's fees must include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Contractor.

The Contractor must submit the monthly invoices to the LACDA's Project Manager identified in Exhibit C, LACDA Administration, by the 1<sup>st</sup> calendar day of the following month that services and/or deliverables were provided to the LACDA.

All invoices submitted by the Contractor for payment must have the written approval of the LACDA's Project Manager prior to any payment thereof. In no event will the LACDA be liable or responsible for any payment prior to such written approval. Invoices not submitted timely and received after six (6) months from the expiration or termination of this Contract will be borne by the Contractor. Approval for payment will not be unreasonably withheld.

#### 1.6.6 Intentionally Omitted.

### 1.7 **Amendments**

Any amendment to this Contract, including any extension to the Contract Term, will be at the mutual consent of the Parties and must be prepared by the LACDA.

#### 1.7.1 Updated Terms and Conditions

The LACDA's Board, and as delegated to the Executive Director, may require the addition and/or change of certain terms and

conditions in the Contract during the Term of this Contract. The LACDA reserves the right to add and/or change such provisions as required by the LACDA's Board or when the Board is acting as the Board of Supervisors for the County. To implement such changes, an amendment to the Contract must be prepared by the LACDA and executed by the Parties.

**1.7.2 Change Notice**

For any change which does not materially affect the Term, Maximum Contract, or Services set forth in the Scope of Work, or any terms or conditions in this Contract, a change notice may be signed by the LACDA's Project Manager and Contractor's Project Manager.

**1.8 Source and Appropriation of Funds**

**1.8.1 General Source of Funds**

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

**1.8.2 Federal Source of Funds**

The LACDA's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development ("**HUD**") and, for the purpose of this Contract. All funds are appropriated every Fiscal Year. Notwithstanding any other provision of this Contract, the LACDA will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LACDA's future Fiscal Years unless and until the LACDA's Board appropriates funds in LACDA's Budget for such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The LACDA will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**1.9 Intentionally Omitted.**

## **2.0 SECTION TWO**

### **2.1 Assignment and Delegation**

The Contractor must not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent will be null and void.

The LACDA consent will require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract will be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the LACDA's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract.

In the event of such termination, the LACDA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor as set forth in Paragraph 6.7, Termination for Default.

### **2.2 Mergers or Acquisitions**

The Contractor will notify the LACDA of any pending mergers or acquisitions of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending mergers or acquisitions, then it should timely notify the LACDA of the actual merger or acquisition as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA prior to the actual merger or acquisition.

Failure to notify the LACDA or provide the LACDA timely notification may be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the LACDA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor as set forth in Paragraph 6.7, Termination for Default.

### **2.3 Compliance with County Code and Policies**

The LACDA is required to comply with all applicable County laws, policies, regulations, ordinances, directives, guidelines, and procedures as set forth in the Los Angeles County Code ("**Code**") or as directed by the County's Board of Supervisors when also acting as the LACDA Board.

## **2.4 Compliance with Applicable Laws**

The Contractor must comply with all applicable federal and State laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

## **2.5 Subcontracting**

The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the LACDA. Any attempt by the Contractor to subcontract without the prior consent of the LACDA may be deemed a material breach of this Contract.

### **2.5.1 Subcontractor's Work to be Performed**

If the Contractor desires to subcontract, the Contractor will provide the following information promptly to the LACDA:

1. A description of the work to be performed by the Subcontractor;
2. A draft copy of the proposed Subcontract; and
3. Other pertinent information and/or certifications requested by the LACDA.

The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the LACDA's approval of the Contractor's proposed Subcontract.

### **2.5.2 Consent of Subcontractor**

1. The LACDA's consent to subcontract will not waive the LACDA's right to prior and continuing approval of any and all personnel, including the Subcontractor's employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this LACDA right.
2. The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any Subcontract and Subcontractor's employees. After approval of the Subcontract by the LACDA, the Contractor will forward a fully executed Subcontract to the LACDA for their files.
3. The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the LACDA's consent to subcontract any part of the Services.

## **2.6 Conflict of Interest**

The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract, including, but not limited to, [County Code Section 2.180.010](#).

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

2.6.2 The Contractor must comply with [County Code Section 2.180.010](#), prohibiting LACDA from contracting with the following:

1. Employees of the LACDA, County or of public agencies for which the Board is also the governing body;
2. Profit making firms or businesses in which employees described in subsection (1) serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (1), and who (a) were employed in positions of substantial responsibility in the area of service to be performed by Consultant, or (b) participated in any way in developing this Contract or its service specifications; and
4. Profit making firms or businesses in which the former employees described in subsection (3) serve as officers, principals, partners or major shareholders.

2.6.3 Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, Contractor must immediately make full written disclosure of such facts to LACDA. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this [Paragraph 2.6](#) will be a material breach of this Contract.

## **2.7 County Lobbyist Ordinance**

The LACDA, as a legal entity created by the County, in which their Board

also sits as the Board of Supervisors for the County, adheres to the requirements set forth in the County Code. Contractors performing services for the LACDA must comply with [County Code Section 2.160.010](#). the Contractor, and each LACDA lobbyist or LACDA lobbying firm as similarly defined as a County lobbyist or County lobbying firm in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any LACDA lobbyist or LACDA lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the LACDA may in its sole discretion, immediately terminate or suspend this Contract.

## **2.8 Federal Lobbyist Requirements**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and [HUD's 24 CFR Part 87](#), from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, loan or cooperative contract, and any extension, continuation, renewal, amendment or modification of said documents.

**2.8.1** The Contractor must certify in writing on the federal lobbyist requirements certification form that they are familiar with the Federal Lobbyist requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the lobbyist requirements.

**2.8.2** Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist requirements may be subject to civil penalties.

## **2.9 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

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

## **2.10 Prohibition from Participation in Future Solicitations**

The Contractor is prohibited from submitting a bid or proposal in a LACDA solicitation if the Contractor has provided advice or consultation for the

solicitation. The Contractor is also prohibited from submitting a bid or proposal in a LACDA solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the LACDA.

A violation of this Paragraph will result in the disqualification of Contractor from participation in the LACDA solicitation or the termination or cancellation of any resultant LACDA contract. The above provision will also apply to the Contractor's subsidiaries, joint ventures, partners, and others having right or interest in the solicitation or the resultant LACDA contract.

## **2.11 Independent Contractor Status**

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

2.11.1 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract, including but not limited to the Contractor employees, consultants, outsourced vendors, independent contractors, interns, volunteers, and staff, any and all compensation and benefits. The Contractor must indemnify, defend and hold harmless the LACDA Indemnitees, as defined in Paragraph 6.1, Indemnification, from any and all liability, including but not limited to, salaries, overtime pay, liquidated damages, wages, penalties, unemployment benefits, disability benefits, Federal, State, or local taxes, court costs, attorneys' fees arising under any wage and hour law, or other compensation, benefits, or taxes for any personnel or work performed by or on behalf of the Contractor for which the LACDA Indemnitees may be found jointly or solely liable.

2.11.2 The Contractor understands and agrees that all persons performing work pursuant to this Contract including but not limited to the Contractor employees, consultants, outsourced vendors, independent contractors, interns, volunteers, and staff, are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of LACDA and do not have and will not acquire any rights or benefits of any kind from LACDA performing work under the Contract. Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

## **2.12 Confidentiality**

The Contractor agrees that all LACDA Information, including but not limited to, data and information in any form such as documents, reports, algorithms, programs, graphics, cartographs, audiovisuals, and all other materials that are in possession of, belong to, or were obtained from the LACDA; or originated, created, or developed by the Contractor under the Contract (collectively, "**LACDA Information**"), is confidential and proprietary to the LACDA regardless of whether such information was disclosed intentionally or unintentionally, or marked as "confidential". The Contractor will not disclose any LACDA Information except as described under this Contract. The Contractor must inform all their staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder of this Paragraph and ensure compliance of these provisions.

- 2.12.1 The Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the LACDA policies concerning information technology security and the protection of confidential records and information.
- 2.12.2 The Contractor may disclose LACDA Information only as necessary to carry out its obligations and to those individuals who have a need to know, or as required by law, and is prohibited from using LACDA Information for any other purpose without the prior express written approval of the LACDA's Project Manager and Contract Manager. If required by a court of competent jurisdiction or an administrative body to disclose LACDA Information, the Contractor must notify the LACDA's Project Manager immediately and prior to any such disclosure, to provide the LACDA an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- 2.12.3 The Contractor agrees to immediately report to the LACDA any and all violations of these provisions by the Contractor and/or by any other person of whom the Contractor becomes aware.
- 2.12.4 If the Contractor receives a request for the release of any LACDA Information, the Contractor must notify the LACDA within three (3) days and the LACDA will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request.
- 2.12.5 The Contractor acknowledges and agrees that due to the unique nature of the LACDA Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the LACDA, and therefore, that upon any such breach, the LACDA will be

entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of these provisions will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the LACDA.

- 2.12.6 The Contractor acknowledges that violation of these provisions may subject the Contractor and Contractor's staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder to civil and/or criminal action and that the LACDA may seek all possible legal redress.

## **2.13 Public Records Act**

Any documents submitted by the Contractor, including but not limited to any documents submitted by the Contractor in the LACDA's contract selection process and documents subject to Paragraph 2.16, Record Retention and Inspection-Audit Settlement, of this Contract, are the exclusive property of the LACDA. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements California Government Code section 7921 et seq. ("**Public Records Act**") and which are marked "trade secret", "confidential", or "proprietary". The LACDA will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the LACDA is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the LACDA Indemnitees pursuant to the indemnification provisions provided for the LACDA Indemnitees in Paragraph 6.1, Indemnification, in action or liability arising under the Public Records Act.

## **2.14 Publicity**

The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law.

In recognizing the Contractor's need to identify its services and related clients to sustain itself, the LACDA will not inhibit the Contractor from publishing the Contractor's role under this Contract within the following conditions: (i) The Contractor will develop all publicity material in a professional manner; and (ii) During this Contract Term, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other

materials using the name of the LACDA without the prior written consent of the LACDA's Project Manager. The LACDA will not unreasonably withhold written consent.

## **2.15 Seals and Logo**

The LACDA claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former LACDA seals and any of its logos, including County seals and any of its logos (hereafter collectively "**LACDA and County Seals**"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the LACDA and County Seals, in any format or by any means whatsoever.

At no time shall the Contractor in any manner (i) modify the LACDA and County Seals, or (ii) create derivative works of the LACDA and County Seals.

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

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

2.16.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of

such audit report with the LACDA within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, LACDA will make a reasonable effort to maintain the confidentiality of such audit report(s).

2.16.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract.

2.16.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, the LACDA conducts an audit of the Contractor regarding the Services performed under this Contract, and if such audit finds that the LACDA's dollar liability for any such work is less than payments made by the LACDA to Contractor, then the difference must be either:

1. Repaid by the Contractor to LACDA by cash payment upon demand; or
2. At the sole option of the LACDA, deducted from any amounts due to the Contractor from the LACDA, whether under this Contract or otherwise. If such audit finds that the LACDA's dollar liability for such work is more than the payments made by the LACDA to Contractor, then the difference will be paid to the Contractor by the LACDA by cash payment, provided that in no event will the LACDA's maximum obligation for this Contract exceed the funds appropriated by the LACDA for the purpose of this Contract.

## **2.17 Warranty Against Contingent Fees**

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

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

## **3.0 SECTION THREE**

### **3.1 LACDA's Administration**

A listing of all LACDA Administration referenced in the following

subparagraphs are designated in Exhibit C, LACDA's Administration. LACDA will notify Contractor in writing of any changes as they occur.

#### 3.1.1 LACDA's Project Director

The role of LACDA's Project Director may include:

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

#### 3.1.2 LACDA's Project Manager

The role of LACDA's Project Manager may include:

1. Meeting with the Contractor's Project Manager on a regular basis; and
2. Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

### 3.2 **Contractor's Administration**

A listing of all of the Contractor's staff who will be providing the Services set forth in the Contract must be designated in Exhibit D, Contractor's Administration. The Contractor will notify the LACDA in writing of any changes as they occur.

#### 3.2.1 Approval of Contractor's Staff

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

#### 3.2.2 Contractor's Project Manager

1. The Contractor's Project Manager is designated in Exhibit D.

Contractor's Administration. The Contractor must notify the LACDA in writing of any change to Contractor's staff, as changes occur.

2. The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with the LACDA's Project Manager on a regular basis.
3. The LACDA has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### 3.2.3 Contractor's Staff Identification

1. The Contractor will provide, at the Contractor's expense, all staff providing services under this the Contract with a photo identification badge; or
2. If applicable, all of the Contractor's staff assigned to LACDA facilities are required to have a LACDA Identification ("ID") badge, visible at all times. The Contractor bears all expense of the badging.
  - a. The Contractor is responsible to ensure that staff have obtained a LACDA ID badge before they are assigned to work in a LACDA facility. The Contractor personnel may be asked by a LACDA representative to leave a LACDA facility if they do not have the proper LACDA ID badge on their person and the Contractor personnel must immediately comply with such request.
  - b. The Contractor must notify the LACDA within the next business day when staff is terminated from working under this Contract. The Contractor must retrieve and return staff's LACDA ID badge to the LACDA on the next business day after the staff has terminated employment with the Contractor.
  - c. If the LACDA requests the removal of a Contractor's staff, the Contractor must retrieve and return staff's LACDA ID badge to LACDA on the next business day after the staff has been removed from working on the Contract.

### 3.2.4 Background and Security Investigations

1. Each of the Contractor's staff performing Services under this Contract, is in a designated sensitive position, as determined by the LACDA, in their sole discretion, such staff must undergo and pass a background investigation to the satisfaction of the LACDA as a condition of beginning and

continuing to perform such Services. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

2. If a member of the Contractor's staff does not pass the background investigation, the LACDA may request that the member of the Contractor's staff be immediately removed from performing Services under the Contract at any time during the Term of the Contract. The LACDA will not provide to the Contractor or to Contractor's staff any information obtained through the LACDA's background investigation.
3. The LACDA, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the LACDA or whose background or conduct is incompatible with the LACDA facility access.
4. These terms will also apply to the Contractor's subcontractors performing Services under this Contract.
5. Disqualification of any member of the Contractor's staff pursuant to this subparagraph will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **3.3 Notices**

Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the Party giving notice, be given by a courtesy email, personal delivery, or by enclosing the same in a sealed envelope addressed to the Party for whom intended and by depositing such envelope with postage prepaid into the custody of the United States Postal Service. The notices and envelopes containing the same to LACDA must also be addressed and emailed to the LACDA's Project Manager listed in Exhibit C, LACDA's Administration.

- 3.3.1 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.
- 3.3.2 All notices to the LACDA, except for change notices, must be emailed to the LACDA's Project Manager at the email address in Exhibit C, LACDA's Administration. Only the LACDA's Project Manager will have the authority to issue notices or demands

required or permitted by the LACDA under this Contract.

### **3.4 Notice of Delays**

Except as otherwise provided under this Contract, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Services set forth in this Contract, that the Party will, within the next business day, give notice thereof, including all relevant information with respect thereto, to the other Party.

### **3.5 Notice of Disputes**

The Contractor will bring to the attention of the LACDA's Project Manager any dispute between the LACDA and Contractor regarding the Contractor's performance of Services as stated in this Contract. If the LACDA's Project Manager is not able to resolve the dispute, the LACDA's Project Director will resolve it. The LACDA Project Director's determination will be final.

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

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

### **3.7 Damage to LACDA Facilities, Buildings or Grounds**

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

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

### **3.8 Hiring Considerations**

#### **3.8.1 LACDA Employees Targeted for Layoff or Re-Employment List**

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

#### **3.8.2 Consideration of Hiring GAIN-START Participants**

Should the Contractor require additional or replacement

personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services ("DPSS") 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.

1. Consideration means the Contractor will interview qualified candidates. DPSS will refer GAIN/START participants by job category to the Contractor.
2. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.
3. In the event that the laid-off LACDA employees and GAIN/START participants are available and qualified for hiring, LACDA employees must be given first priority.

## **4.0 SECTION FOUR**

### **4.1 Employment Eligibility Verification**

#### **4.1.1 Warranty of Compliance**

The Contractor affirms compliance with both Federal and State laws regarding employment of workers, particularly those who are non-citizens, in accordance with the Immigration Reform and Control Act of 1986 ("IRCA"). If applicable for Services involved, the Contractor must use the E-Verify system to verify the employment eligibility of all employees performing Services under this Contract, as required by applicable federal and State law.

The Contractor shall require all Subcontractors performing work under this Contract to comply with the same employment eligibility verification requirements as set forth herein

#### **4.1.2 Documentation**

The Contractor must obtain all necessary employment eligibility documentation as mandated by federal and State laws, including but not limited to IRCA and any future amendments.

The Contractor is required to retain employment eligibility verification documents for the period prescribed by law. The Contractor agrees to indemnify, defend, and hold harmless, LACDA Indemnitees from any liabilities or penalties that may arise from non-compliance with federal or State employment eligibility laws.

### **4.2 Nondiscrimination and Affirmative Action**

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

#### 4.2.1 Civil Right Laws

If federal funds are provided during the Contract Term, Contractors agrees during the performance of this Contract that the Contractor will:

1. Comply with [Subchapter VI of the Civil Rights Act of 1964](#) (42 USC §§ 2000e-1 through 2000e-17), ensuring that no individual will, on the basis of race, creed, color, sex, religion, ancestry, age, disability, marital status, political affiliation, or national origin, be excluded from participation in, denied the benefits of, or subjected to discrimination under this Contract or under any project, program, or activity funded or supported by this Contract.
2. Comply with [Section 109 of the Housing and Community Development Act of 1974](#), which prohibits discrimination on the basis of race, color, national origin, or sex in any program or activity funded, in whole or in part, by this Contract. No person shall be excluded from participation in, be denied the benefits of, or subjected to discrimination under this Contract on the basis of age or as a qualified individual with a disability.
3. Comply with the Age Discrimination Act of 1975 ([42 U.S.C. 6101-6107](#)) and Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)), which prohibit discrimination on the basis of age or disability.
4. Affirm that no individual will be excluded from participation in, denied the benefits of, or subjected to discrimination under this Contract on the basis of age or as a qualified individual with a disability.

#### 4.2.2 Executive Order 11246 and 11375, Equal Opportunity in Employment

If federal funds are provided in this Contract, the Contractor agrees to the following during the performance of this Contract that the Contractor will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color,

religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under [Section 202 of Executive Order No. 11246](#) of September 24, 1965, as amended by Executive orders 11375, 11478, 12107 and 12086 and will post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
4. Furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the LACDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. Include the provisions of these paragraphs in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the LACDA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a Subcontractor or vendor as a result of such direction by the LACDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

#### 4.2.3 Certification of Nondiscrimination and Affirmative Action

The Contractor certifies to the LACDA the following that the Contractor will:

1. Maintain a written policy prohibiting discrimination in all phases of employment.
2. Conduct periodic self-analyses or utilization analysis of its work force to ensure compliance with equal employment opportunities.
3. Have a system in place to assess whether its employment practices inadvertently discriminate against protected groups.

In instances where discriminatory practices are identified, the Contractor will take appropriate corrective actions, which may include setting specific goals or establishing timetables for improvement.

#### 4.2.4 Affirmative Action

The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action will 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.

The Contractor certifies and agrees that the Contractor will:

1. 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.
2. Comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age,

physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

3. Allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 4.2 when so requested by the LACDA.

If the LACDA finds that any provisions of Paragraph 4.2 have been violated, such violation will constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

#### 4.2.5 Penalties

The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the LACDA will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to [California Civil Code section 1671](#) as liquidated damages in lieu of terminating or suspending this Contract.

#### 4.3 **Fair Chance Employment Practices**

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

#### 4.4 **Compliance with the LACDA's Policy of Equity**

The Contractor acknowledges that the LACDA takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the LACDA Policy of Equity ("**LACDA POE**") to which the LACDA requires compliance by the Contractor. The Contractor further acknowledges that the LACDA strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the LACDA POE. Contractor, its Employees and Subcontractors acknowledge and certify

receipt and understanding of the LACDA POE. Failure of the Contractor to uphold the LACDA's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of the Contract as well as civil liability.

#### **4.5 Jury Service Program**

The LACDA, in which its Board sits as the County's governing body, requires the Contractor to agree to provisions set forth in the [County Code Chapter 2.203](#).

##### **4.5.1 Contractor Jury Service Policy**

If the Contractor meets the definition set forth in [Section 2.203.020 of the County Code](#), or unless exempt as set forth in [Section 2.203.070](#), the Contractor must have and adhere to a written jury service policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service ("**Jury Service Policy**"). The Jury Service Policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

The Contractor certifies to the LACDA and County that it has and adheres to a Jury Service Policy consistent with the [County Code Chapter 2.203](#) or will have and adhere to such a Jury Service Policy prior to award of this Contract.

##### **4.5.2 Enforcement**

The Contractor's violation of this [Paragraph 4.5](#) of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LACDA and County contracts for a period of time consistent with the seriousness of the breach.

#### **4.6 Time Off For Voting**

The Contractor will notify its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law pursuant to [California Elections Code section 14000](#) et seq. Not less than ten (10) days before every statewide election, every Contractor and their Subcontractors will 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 [California Elections Code section 14000](#) et seq.

#### **4.7 Defaulted Property Tax Reduction Program**

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Contract will maintain compliance, with [County Code Chapter 2.206](#) and is not in default on any County Property Taxes and is current in payments due under any approved payment arrangement.

Failure of the Contractor to maintain compliance with the requirements set forth in this Paragraph will constitute default under this Contract. Without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to [Paragraph 6.11](#), Responsibility and Debarment.

#### **4.8 Zero Tolerance Policy on Human Trafficking**

The Contractor acknowledges that LACDA, in which its Board sits as the County Board of Supervisors, has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the LACDA will require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The LACDA will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **4.9 Child Support Compliance Program**

The Contractor acknowledges that the LACDA's Board has established a goal of ensuring that all individuals who benefit financially from the LACDA through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon taxpayers within the County.

4.9.1 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will

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

- 4.9.2 Failure of the Contractor to maintain compliance with the requirements set forth in this [Paragraph 4.9](#) will constitute default under this Contract. Without limiting the rights and remedies available to the LACDA under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which LACDA may terminate this Contract pursuant to [Paragraph 6.7](#), Termination for Default and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

#### **4.10 Contractor's Acknowledgment and Notice to its Employees of the Safely Surrendered Baby Law**

The Contractor acknowledges that the LACDA Board places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that they are encouraged to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in English/Spanish/Chinese/Korean) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its Subcontractor(s), can access posters and other program material at [www.babysafela.org](http://www.babysafela.org).

#### **4.11 LACDA's Smoke Free Policy**

If applicable, the Contractor represents that it will comply with the LACDA's Smoke Free Policy, strictly prohibiting smoking on all LACDA's housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 25 feet away from a LACDA building and is clearly labeled as a "Smoking Designated Area." The Contractor acknowledges and understands that LACDA's Smoke Free Policy. Information is available on the [LACDA's website](#).

#### **4.12 Recycled Bond Paper**

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

#### **4.13 Intentionally Omitted.**

#### **4.14 Intentionally Omitted.**

#### **4.15 Intentionally Omitted.**

#### **4.16 Intentionally Omitted.**

#### **4.17 Intentionally Omitted.**

#### **4.18 Intentionally Omitted.**

### **5.0 SECTION FIVE**

#### **5.1 Information and Security**

The Contractor must implement appropriate and reasonable measures to secure and protect Contractor's systems and all LACDA Information against internal and external threats and risks and continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum requirements and procedures set forth in this Paragraph will constitute a material, non-curable breach of Contract by the Contractor, entitling the LACDA, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

#### **5.2 Information Security and Privacy Program**

The Contractor must maintain an information security and privacy program to evaluate risks of confidentiality, integrity, and availability and provide safeguards for LACDA Information ("**ISP Program**"). The Contractor will exercise the same degree of care in safeguarding and protecting LACDA Information that the Contractor exercises with respect to its own information and data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of LACDA Information and to ensure compliance with all applicable laws and regulations and addressing new and emergency threats and risk. The Contractor must perform ongoing monitoring and audits of their operations to mitigate privacy and security threats.

##### **5.2.1 Contractor's ISP Program must:**

1. Protect the confidentiality, integrity, and availability of LACDA Information in the Contractor's possession or control against any threats or hazards, unauthorized or unlawful access, use, disclosure, alteration, destruction, loss, or damage.
2. Safeguard LACDA Information in compliance with any

applicable laws and regulations.

3. Implement, maintain, and use appropriate privacy practices, policies, and protocols to preserve the confidentiality of LACDA Information.
4. Implement a response plan to address privacy and/or security Incidents, including but not limited to a suspected, attempted, successful, or imminent threat, or event with the potential to adversely impact the LACDA, of unauthorized electronic and/or physical access, use, disclosure, breach, modification, interference, or destruction of information; or significant violation of LACDA policy ("**Incidents**").

#### 5.2.2 Information Security and Privacy Program Requirements

In the event of a security and/or privacy Incident, Contractor must:

1. Promptly notify the LACDA of any Incidents involving the LACDA Information, within twenty-four (24) hours of detection of the Incident. Notification must include: date and time of discovery; approximate date and time of the Incident; description of the type of LACDA Information involved; summary of the facts including measures taken to respond and remediate the Incident and any planned corrective actions; and name and contract information of the Contractor's representative with relevant information.
2. Cooperate with the LACDA to investigate the Incident and seek to identify the specific LACDA Information involved in the Incident upon the LACDA's written request, without charge, unless the Incident was caused by the acts or omissions of the LACDA. As information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, The Contractor must provide all information regarding the nature and consequences of the Incident that are reasonably requested by the LACDA to allow the LACDA to notify affected individuals, government agencies, and/or credit bureaus.
3. Assist and cooperate with the LACDA and its Agents, including but not limited to federal, State, or local agencies, forensic investigators, law firms, and law enforcement agencies at the direction of the LACDA to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the LACDA on any additional disclosures that the LACDA is required to make as a result of the Incident.
4. Allow the LACDA and its Agents at the LACDA's election to perform audits and tests of the Contractor's environment that

may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of the LACDA Information.

5. The LACDA reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which the Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the LACDA.

#### 5.2.3 Penalties

Notwithstanding any other provisions in this Contract, the Contractor will be:

1. liable for all damages and fines;
2. responsible for all corrective action; and
3. responsible for all notifications arising from an Incident involving LACDA Information caused by the Contractor's weaknesses, negligence, errors, or lack of ISP Program controls or provisions.

### 5.3 **Operational Management**

The Contractor will: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with this Contract; (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect information and computer media from theft and unauthorized access.

### 5.4 **Use, Storage, Transmit, and Access Control**

- 5.4.1 The Contractor may use LACDA Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use LACDA Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, State, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of LACDA Information, including, but not limited to any state and federal law governing the protection of personal Information, any state and federal security breach notification laws, and the rules,

regulations and directives of the Federal Trade Commission, as amended from time to time.

- 5.4.2 All LACDA Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store LACDA Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the LACDA.
- 5.4.3 The Contractor must not store LACDA Information in the cloud or in any other online storage provider without written authorization from the LACDA. All mobile devices storing LACDA Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password or passcode on enrolled mobile devices. All workstations or personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the LACDA.
- 5.4.4 The Contractor will encrypt LACDA Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by the LACDA.
- 5.4.5 The Contractor will implement formal procedures to control access to the LACDA systems, services, and/or LACDA Information, including, but not limited to, user account management procedures and the following controls:
1. Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
  2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
  3. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to LACDA Information is removed in a timely manner;

4. Applications will include access control to limit user access to LACDA Information and application system functions;
5. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in the Contract; and
6. In the event any hardware, storage media, or removable media must be disposed of or sent off-site for servicing, the Contractor must ensure all LACDA Information, has been eradicated from such hardware and/or media using industry best practices and in accordance with the Contract.

## **5.5 Proprietary Rights**

### **5.5.1 LACDA Information**

1. The Contractor, for valuable consideration herein provided in this Contract, must execute all documents necessary to assign and transfer to, and vest in LACDA all of the Contractor's right, title, interest, and ownership in and to such original materials, including any copyright, patent, and trade secret rights which arise pursuant to the Contractor's work under this Contract and hereto considered LACDA Information as defined in Paragraph 2.12.
2. LACDA Information must not be used by Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. Contractor may assert no lien on or right to withhold from the LACDA, any LACDA Information it receives from, receives addressed to, or stores on behalf of the LACDA.

### **5.5.2 Contractor Information**

1. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to LACDA's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material (collectively, "**Contractor Information**").
2. Notwithstanding any other provision of this Contract, the

LACDA will not be obligated to the Contractor in any way under this subparagraph for any of Contractor Information which are not plainly and prominently marked with restrictive legends as required by this subparagraph or for any disclosure which the LACDA is required to make under any federal or State law or order of court.

3. The LACDA will use reasonable means to ensure that Contractor Information are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute, or disclose to non-LACDA entities any such proprietary and/or confidential items without the prior written consent of Contractor. Notwithstanding the above, the Contractor authorizes the LACDA to disclose such Contractor Information to the County in which the LACDA Board also sits as the Board of Supervisors for the County.
4. The Contractor grants to the LACDA and its Agents, as necessary, a temporary, non-exclusive, paid-up license to use, execute, reproduce, displace, and perform any of Contractor Information for the performance of services during the Contract Term. To the extent any Contractor Information is incorporated into any deliverables, the Contractor grants LACDA a non-exclusive, perpetual, irrevocable, fully paid-up license to use, reproduce and modify, if applicable, Contractor Information in the form delivered to the LACDA as part of the deliverables, provided that the proprietary item is not used, copied, or distributed separately from the deliverables by the LACDA and its Agents.

## **5.6 Return or Destruction of LACDA Information**

Upon the LACDA's written request or upon expiration or termination of this Contract for any reason, the Contractor will promptly return or destroy, at the LACDA's option, all originals and copies of all documents, records, and materials the Contractor has received containing LACDA Information, and all documents, records, and materials prepared by the Contractor or prepared under the Contractor's direction. If return or destruction is not permissible under applicable law, the Contractor will continue to protect such LACDA Information in accordance with the terms of this Contract. If the LACDA does not provide written notice to the Contractor regarding the LACDA's option to return or destroy documents, records, and materials, the Contractor will contact the LACDA within five (5) days of expiration or termination of this Contract to confirm the LACDA's option.

- 5.6.1 For all documents, records, and materials described in this Paragraph 5.6 that LACDA requests to be returned, the Contractor must provide a written attestation on company

letterhead certifying that all documents, records, and materials have been delivered.

- 5.6.2 For all LACDA Information LACDA requests to be destroyed, the Contractor must cross-cut shred paper, film, or other hard copy media so that the information cannot be read or otherwise reconstructed; and purge, or destroy electronic media containing LACDA Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that LACDA Information cannot be retrieved. The Contractor must provide an attestation on company letterhead, detailing the destruction method used and LACDA Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement must be sent to the LACDA within ten (10) days of termination or expiration of the Contract or at any time upon the LACDA's request.

## **5.7 Business Continuity and Disaster Recovery**

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of LACDA Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer LACDA Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media all such backups must be encrypted in compliance with the encryption requirements in the Contract.

## **5.8 Privacy and Security Audits**

- 5.8.1 The Contractor will periodically conduct audits, assessments, testing of the system of controls, and testing of information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews and as requested by the LACDA. These audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the LACDA. The LACDA will pay for the LACDA requested audit unless the auditor finds that the Contractor has materially breached this Contract, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Contract, the LACDA may exercise its

termination rights underneath the Contract. Additionally, upon the LACDA's request Contractor must complete a questionnaire regarding the Contractor's ISP Program and their information security and privacy procedures.

5.8.2 The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the LACDA promptly upon its completion at the LACDA's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any LACDA Information, the Contractor must promptly provide the LACDA with copies of the same upon the LACDA's reasonable request, including identification of any failure or exception in the Contractor's systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the LACDA pursuant to this subparagraph will be provided at no additional charge to the LACDA.

5.8.3 When not prohibited by regulation, the Contractor will provide to the LACDA a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **5.9 Intentionally Omitted.**

## **5.10 Employee Training**

The Contractor must supply each of its employees with appropriate, annual training regarding ISP Program procedures, risks, and threats. The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

The Contractor agrees that training will cover, but may not be limited to the topics below.

### **5.10.1 Secure Authentication**

The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.

### **5.10.2 Social Engineering Attacks**

Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

### **5.10.3 Handling of LACDA Information**

The proper identification, storage, transfer, archiving, and destruction of LACDA Information.

5.10.4 Causes of Unintentional Information Exposure

Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

5.10.5 Identifying and Reporting Incidents

Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

5.10.6 Privacy

The Contractor's privacy policies and procedures as described in Paragraph 5.2, Information Security and Privacy Program.

## 6.0 SECTION SIX

### 6.1 Indemnification

The Contractor must indemnify, defend and hold harmless the LACDA, County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("**LACDA Indemnitees**") 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 this Contract and any failure by the Contractor to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, or release of LACDA Information, as determined by the LACDA in its sole judgment, except for such loss or damage arising from the sole negligence or willful misconduct of LACDA Indemnitees.

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

### 6.2 General Provisions for All Insurance Coverage

Without limiting the Contractor's indemnification of LACDA Indemnitees,

and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 6.3. These minimum insurance coverage terms, types and limits (collectively, the "**Required Insurance**") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract.

The LACDA in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

**6.2.1      Evidence of Coverage and Notice to LACDA**

1. Certificate(s) of Insurance Coverage ("**Certificate**") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents, as defined below, has been given Insured status under the Contractor's General Liability policy, must be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.
2. Renewal Certificates must be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required the Contractor and/or subcontractor insurance policies at any time.
3. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("**NAIC**") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.
4. Neither the LACDA's failure to obtain, nor LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
5. Certificates and copies of any required endorsements must be sent to the LACDA's Project Manager as identified in

### Exhibit C.

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

#### 6.2.2 Additional Unique Insurance Coverage

The LACDA, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively, "**LACDA and its Agents**") must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the LACDA. The LACDA and its Agents additional insured status will 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 LACDA. The full policy limits and scope of protection also must apply to the LACDA and its Agents as an additional insured, even if they exceed the Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 6.2.3 Cancellation of or Changes in Insurance

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

#### 6.2.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the LACDA

immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

6.2.5 Contractor's Insurance Must Be Primary

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

6.2.6 Waivers of Subrogation

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

6.2.7 Subcontractor Insurance Coverage Requirements

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

6.2.8 Deductibles and Self-Insured Retentions

The Contractor's policies must not obligate the LACDA to pay any portion of any Contractor deductibles or Self-Insured Retentions ("**SIR**"). The LACDA retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respect to the LACDA, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond guaranteeing the Contractor's payment must be executed by a corporate surety licensed to transact business in the State of California.

#### **6.2.9      Claims Made Coverage**

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

#### **6.2.10    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.

#### **6.2.11    Separation of Insureds**

All liability policies will 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.

#### **6.2.12    Alternative Risk Financing Programs**

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

### **6.3      Insurance Coverage**

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

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

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

6.3.3      Workers Compensation and Employers' Liability insurance or

qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("**PEO**"), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LACDA as the Alternate Employer, and the endorsement form will be modified to provide that the LACDA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 6.3.4 Professional Liability/Errors and Omissions insurance covering the Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

#### **6.4 Quality Assurance Plan**

The LACDA will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all LACDA terms and performance standards. The Contractor deficiencies which the LACDA determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the LACDA's Board. The report will include improvements and/or corrective action measures taken by the LACDA and Contractor. If improvement does not occur consistent with the corrective action measures, the LACDA may terminate this Contract or impose other penalties as specified in this Contract.

#### **6.5 Liquidated Damages**

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

- 6.5.1 If the Executive Director, determines that there are deficiencies in the performance of this Contract that the Executive Director,

deems are correctable by the Contractor over a certain time span, the Executive Director, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the monthly Contract sum; and/or (b) deduct liquidated damages.

- 6.5.2 The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is [One Hundred and 00/100 Dollars (\$100.00) per day per infraction, or as specified in Appendix B, Performance Requirements Summary ("**PRS**") Chart, of Exhibit A hereunder, and that the Contractor will be liable to the LACDA for liquidated damages in said amount. Said amount will be deducted from the LACDA's payment to the Contractor.

The LACDA may, upon giving notice to the Contractor, within five (5) days, for failure to correct the deficiencies, correct any and all deficiencies and the total costs incurred by the LACDA for completion of the work by an alternate source, whether it be LACDA forces or separate private contractor. For such services, the LACDA will deduct and forfeit from the payment to the Contractor, as determined by the LACDA.

- 6.5.3 The action noted in this Paragraph 6.5 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the LACDA's cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 6.5.4 This Paragraph 6.5 will not, in any manner, restrict or limit the LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 6.5.2, and will not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

## **6.6 Termination for Convenience**

- 6.6.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes

effective will be no less than ten (10) days after the notice is sent.

6.6.2 After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor will:

1. Stop work under this Contract on the date and to the extent specified in such notice; and
2. Complete performance of such part of the work as will not have been terminated by such notice.

6.6.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract will be maintained by the Contractor in accordance with Paragraph 2.16, Record Retention and Inspection/Audit Settlement.

## **6.7 Termination for Default**

6.7.1 The LACDA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the LACDA's Project Manager:

1. The Contractor has materially breached this Contract;
2. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as LACDA may authorize in writing) after receipt of written notice from LACDA specifying such failure.

6.7.2 In the event that LACDA terminates this Contract in whole or in part as provided in subparagraph 6.7.1, LACDA may procure, upon such terms and in such manner as LACDA may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to LACDA for any and all excess costs incurred by LACDA, as determined by LACDA, for such similar goods and services. Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

6.7.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in subparagraph 6.7.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

LACDA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

6.7.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 6.7, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 6.7, or that the default was excusable under the provisions of subparagraph 6.7.3, the rights and obligations of the Parties will be the same as if the notice of termination had been issued pursuant to Paragraph 6.6.

6.7.5 The rights and remedies of the LACDA provided in this Paragraph 6.7, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **6.8 Termination for Improper Consideration**

The LACDA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any LACDA Indemnitees with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the LACDA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor as provided in Paragraph 6.7.

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

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

## **6.9 Termination for Insolvency**

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

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

The rights and remedies of the LACDA provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **6.10 Intentionally Omitted.**

#### **6.11 Responsibility and Debarment**

##### **6.11.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the LACDA's policy to conduct business only with responsible contractors. LACDA, in which its Board also sits as the County's Board of Supervisors requires all contractors to comply with [County Code Chapter 2.202](#). This Paragraph 6.11 shall also apply to the Contractor's Subcontractors who are performing services on this Contract.

##### **6.11.2 Determinations of Contractor Non-Responsibility and Contractor Debarment**

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

#### 6.11.3 Non-Responsible Contractor

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

#### 6.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the LACDA will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the LACDA will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that the 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.
5. The LACDA may, in its discretion, reduce the period of

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

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

## **7.0 SECTION SEVEN**

### **7.1 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring contractors to complete the "Charitable Contributions Certification" form the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both pursuant to [County Code Chapter 2.202](#).

### **7.2 Force Majeure**

- 7.2.1 Neither Party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "**force majeure events**").
- 7.2.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 7.2.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### **7.3 Most Favored Public Entity**

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

### **7.4 Governing Law, Jurisdiction, and Venue**

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

### **7.5 Survival**

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

Paragraph 1.1      Definitions

|                |                                                                                   |
|----------------|-----------------------------------------------------------------------------------|
| Paragraph 1.2  | Entire Contract                                                                   |
| Paragraph 1.4  | Scope of Services                                                                 |
| Paragraph 1.6  | Contract Sum                                                                      |
| Paragraph 1.7  | Amendments                                                                        |
| Paragraph 3.3  | Notices                                                                           |
| Paragraph 6.1  | Indemnification                                                                   |
| Paragraph 6.2  | General Provisions for all Insurance Coverage                                     |
| Paragraph 6.5  | Liquidated Damages                                                                |
| Paragraph 6.6  | Termination for Convenience                                                       |
| Paragraph 6.7  | Termination for Default                                                           |
| Paragraph 2.1  | Assignment and Delegation                                                         |
| Paragraph 2.2  | Mergers or Acquisitions                                                           |
| Paragraph 2.3  | Compliance with County Code and Policies                                          |
| Paragraph 2.4  | Compliance with Applicable Laws                                                   |
| Paragraph 2.9  | Campaign Contribution Prohibition Following Final Decision in Contract Proceeding |
| Paragraph 2.10 | Prohibition from Participation in Future Solicitation                             |
| Paragraph 2.12 | Confidentiality                                                                   |
| Paragraph 2.16 | Record Retention and Inspection-Audit Settlement                                  |
| Paragraph 4.2  | Nondiscrimination and Affirmative Action                                          |
| Paragraph 7.2  | Survival                                                                          |
| Paragraph 7.2  | Force Majeure                                                                     |
| Paragraph 7.3  | Governing Law, Jurisdiction, and Venue                                            |
| Paragraph 7.8  | Validity                                                                          |
| Paragraph 7.10 | Waiver                                                                            |

## **7.6 Counterparts and Electronic Signatures**

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

## **7.7 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority

to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

**7.8 Validity**

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

**7.9 Non Exclusivity**

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

**7.10 Waiver**

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

[Signatures on the following page]

## SIGNATURES

**IN WITNESS WHEREOF**, the LACDA and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

CONTRACTOR: LEGAL NAME OF COMPANY

By \_\_\_\_\_  
Name of Contractor  
Title

LOS ANGELES COUNTY DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_  
Emilio Salas  
Executive Director

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

APPROVED AS TO PROGRAM:  
COMMUNITY DEVELOPMENT DIVISION

By \_\_\_\_\_  
Behnaz Tashakorian  
Principal Deputy County Counsel

By \_\_\_\_\_  
Name of Director  
Director

SAMPLE CONTRACT