

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
"A Tradition of Service Since 1850"

DATE: February 11, 2021

FILE NO:

OFFICE CORRESPONDENCE

FROM:  **EDDIE A. HERNANDEZ, CAPTAIN** **TO:** **CHRIS E. MARKS, CHIEF**
MAJOR CRIMES BUREAU **DETECTIVE DIVISION**

SUBJECT: RESPONSE TO CEASE AND DESIST LETTER FROM SOCALGAS COMPANY

The purpose of this memorandum is to address allegations the Department conducted unauthorized activity on SoCalGas property.

In August of 2020, Major Crimes Bureau (MCB) personnel were tasked with conducting a security assessment of Sheriff Villanueva's residence in response to several credible threats, doxing incidents, and protestors targeting law enforcement officials at their personal residences.

Lieutenant [REDACTED], Sergeant [REDACTED], along with Security Operations Unit (SOU) Sergeant [REDACTED] and Detective [REDACTED] met with Sheriff Villanueva at his residence on August 11, 2020. SOU personnel are responsible for conducting security assessments for all Los Angeles County Department Heads. MCB detectives are responsible for investigating threats against Department personnel. The meeting discussed security measures and assessed vulnerabilities of the Sheriff's residence. After the walk through, several vulnerabilities were identified (Attachment A).

On August 13, 2020, a security briefing took place at the Hall of Justice with Sheriff Villanueva and several Department executives. The presentation (Attachment B) was given by Lieutenant [REDACTED], Lieutenant [REDACTED] and Sergeant [REDACTED] from Fraud and Cyber Crimes Bureau. After the presentation, Major Crimes Bureau personnel were told to implement several of the security recommendations and began working with Facilities Maintenance.

[REDACTED]

[REDACTED] An area of land that lies above the Sheriff's residence, owned by SoCalGas Company, was identified as a possible

emergency landing area for an evacuation. The area was approximately 40' X 40' of dirt with scattered brush, ruts, and tree stumps.

On August 24, 2020, Lieutenant [REDACTED] met with Principal Special Agent Issac Gonzalez and several other members of the SoCalGas Company. Some of the topics of the meeting was a proposed fence at the entrance to the SoCalGas Company property, as well as leveling a small area adjacent to an access road for an emergency landing area for a helicopter.

On August 28, 2020, Sheriff's Facilities Maintenance planner Maurilio Gomez was at the Sheriff's residence completing recommendations that addressed the vulnerabilities at the residence. Mr. Gomez called Sergeant [REDACTED] and asked if approval from SoCalGas for leveling the dirt had been granted. In response to Gomez' question, Lieutenant [REDACTED] reached out to SoCalGas Agent Gonzalez via text message to check on the status of this request. Agent Gonzalez responded that he would check with his supervisor (Joe Muncey). While waiting for Agent Gonzalez' response, numerous security recommendations were completed that did not involve SoCalGas property or their approval.

On January 12, 2021, Lieutenant [REDACTED] received an email from Agent Gonzalez to meet with SoCalGas personnel to conduct a site visit. The meeting was scheduled for January 14, 2021, at 1130 hours (Attachment C). The purpose of the site visit was to walk the property and view abandoned storage tanks. Present at the site visit were several SoCalGas attorneys, Agent Gonzalez and site supervisor "Tom." At the conclusion of the meeting, Lieutenant [REDACTED] was speaking with "Tom" and Agent Gonzalez and asked if permission had been given to level the identified dirt area. Both Agent Gonzalez and "Tom" gave verbal permission for the Sheriff's Department to enter the property and level the hill for an emergency landing zone. SoCalGas only requested that no cement be poured.

At the conclusion of the meeting, Lieutenant [REDACTED] called Facilities Maintenance Supervisor, Dennis Allen, and advised him approval to level the dirt had been granted by SoCalGas. Lieutenant [REDACTED] followed up with an email summarizing his discussion with Agent Gonzalez and "Tom" (Attachment D).

Facilities Maintenance hired a contractor who completed the work on February 2, 2021 (Attachment E). The work consisted of clearing surrounding brush and leveling existing soil (Attachment F). No other work is scheduled or will be performed on the SoCalGas property.

On February 5, 2021, the Sheriff's Department received a letter from SoCalGas to "Cease and Desist" any and all unauthorized activity on the SoCalGas property.

In order to address the allegations in the SoCalGas letter, I reviewed the facts that led up to obtaining the approval from SoCalGas. Based on the totality of the circumstances, it appears the documentation supports that the Sheriff's Department received verbal permission by SoCalGas and acted in good faith.

If you require additional information, or have any questions, please contact myself or Lieutenant [REDACTED] at [REDACTED]

EAH:RGP:rgp

ATTACHMENTS

- A - Scope of work to be performed
- B - Power Point presentation
- C - Email from SoCalGas requesting a meeting
- D - Email to Facilities to request leveling
- E - Documents from Facilities regarding purchase requisition
- F - Overview of work done by Facilities and copy of purchase order
- G - Miscellaneous before and after photos of area

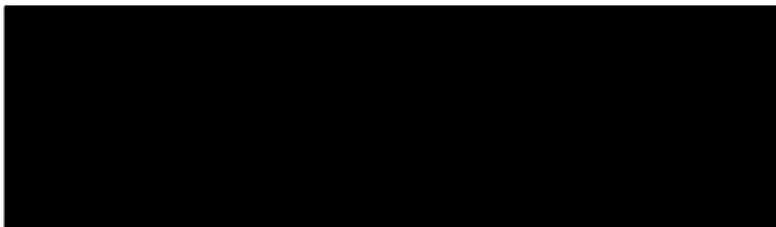
ATTACHMENT

“A”

[REDACTED]

From: [REDACTED]
Sent: Friday, August 14, 2020 12:19 PM
To: Allen, Dennis R.
Cc: [REDACTED]
Subject: Scope of work at Sheriff's residence

Good Afternoon Dennis,
Below is a list of some of the work to be performed at the Sheriff's House:



- Check area for landing zone for Aero (40' X 40')

[REDACTED], Lieutenant
Major Crimes Bureau
[REDACTED]

ATTACHMENT

“B”

ATTACHMENT

“C”

[REDACTED]

From: [REDACTED]
Sent: Tuesday, January 12, 2021 3:47 PM
To: Gonzalez, Isaac; Deville, Daniel D.
Subject: RE: SoCalGas La Habra Heights Site Visit

Hello Issac,
I will see you there.

[REDACTED]

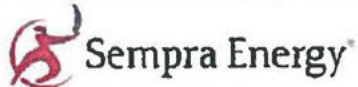
From: Gonzalez, Isaac [REDACTED]
Sent: Tuesday, January 12, 2021 3:44.PM
To: Deville, Daniel D. [REDACTED]; [REDACTED]
Subject: SoCalGas La Habra Heights Site Visit

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments

Hello Men, I hope this email finds you both well and are staying safe. I just wanted to let you know that a few of us will be visiting the SoCalGas site up behind the Sheriff's residence on Thursday, January 14, at 11:30 am. If you guys around would like to meet up with you.

Take Care, and be safe!

J. Isaac Gonzalez, Principal Special Agent



ATTACHMENT

“D”

[REDACTED]

From: [REDACTED]
Sent: Thursday, January 14, 2021 3:02 PM
To: Allen, Dennis R.
Cc: [REDACTED]
Subject: Grading on Gas Co property

Good Afternoon Dennis,

I was at the property above the Sheriff's residence today and met with a site engineer with the Gas company. He granted the Sheriff's Dept permission to grade the area near the gate, to level it off for a landing area for a helicopter. He also gave permission to trim some of the tree branches if they hung over on the landing area. He specifically said, no concrete can be used.

If you have any questions, please let me know.

[REDACTED]

ATTACHMENT

“E”

Allen, Dennis R.

From: [REDACTED]
Sent: Thursday, January 14, 2021 3:02 PM
To: Allen, Dennis R.
Cc: [REDACTED]
Subject: Grading on Gas Co property

Good Afternoon Dennis,

I was at the property above the Sheriff's residence today and met with a site engineer with the Gas company. He granted the Sheriff's Dept permission to grade the area near the gate, to level it off for a landing area for a helicopter. He also gave permission to trim some of the tree branches if they hung over on the landing area. He specifically said, no concrete can be used.

If you have any questions, please let me know.

[REDACTED]



Purchase Requisition Details

eCAPS PO # _____

PR Number: 56126
 Blanket Number: FY21-R4GF
 Maximo PO Number: 40929
 WO Number: 14234263

Assistant Director Approval: _____

Date: _____

SAs:	LASD-OSU
Status:	CLOSE

Requestor:	Maurillo Gomez
Required Date:	1/19/21

Freight Terms:	
Ship Via:	

Vendor: CENTURY PAVING INC - 04398401

BILL To: BILLING UNIT -- FAC SERVICES
 BUREAU - SH0265

Ship To: FSB SBI WAREHOUSE - SH0311

14630 FIRESTONE BLVD.
 LA MIRADA CA 90638-5915

4700 Ramona Blvd., 4TH Floor
 Monterey Park CA 91754

4500 E. CITY TERRACE DR.
 LOS ANGELES CA 90063

Phone No. [REDACTED]

Phone No.

Phone No.

Fax No. [REDACTED]

Attention:

Attention:

Attention:

56126: PROJECTS-MASONRY-SHERIFF'S SECURITY UPGRADES

*****SHERIFF SECURITY UPGRADES*****

VENDOR WILL PROVIDE ALL EQUIPMENT AND LABOR REQUIRED TO GRADE AN AREA APPROXIMATELY 2000 SQUARE FEET. GRADING THIS AREA IS ESSENTIAL FOR SAFETY AND SECURITY OF THE SHERIFF. THIS GRADED AREA WILL PROVIDE A SAFE AREA FOR A HELICOPTER TO LAND IN THE EVENT OF AN EMERGENCY.

QUOTE AMOUNT \$4950.00

LOCAL SMALL BUSINESS ENTERPRISE VENDOR

CENTURY PAVING
 14630 E. FIRESTONE BLVD
 LA MIRADA, CA 90638

01/20/2021 REVIEW PACKAGE FOR APPROVAL - CP

01/20/2021 PENDING LEVEL 1 & 3 FOR APPROVAL - CP

01/20/2021 EMAIL PO #PD-21037771-1 VENDOR/COURTNEY & REQUESTORS/DENNIS ALLEN, MAURILLO GOMEZ TODAY - CP

Line	Line Type	Description	Manufacturer	Model #	Catalog Code	Units	Qty	Unit Cost	Line Cost	Tax	Total
1	SERVICE	GRADE AND COMPACT APROXIMATLEY 2000 SQ FT, PER QUOTE				EA	1	4,950.00	4,950.00	0.00	4,950.00

Total PR Cost: 4,950.00 USD



Purchase Requisition Details

eCAPS PO # _____

PR Number: 56126
Blanket Number: FY21-R4GF
Maximo PO Number: 40929
WO Number: 14234263

<u>For Purchasing Use Only</u>	
Buyer: _____	Order date: _____
Budget Approval By: _____	Approval Date: _____
Capital Asset: _____	Board Approval: _____
Commodity Code: _____	Non Contract: _____
Object Code: _____	Contract: _____
IWC Project Number: _____	ISD Requisition: _____

CenturyPaving

LA HABRA • LA BREA • IRVINE

14630 E. Firestone Blvd.
La Mirada, CA 90638-5991

TEL: [REDACTED]
FAX: [REDACTED]

Contractor's License #311456

Maurilio Gomez

LA County Sheriff's Department

Facilities Services Bureau, Facilities Planner

Office: [REDACTED] Cell: [REDACTED] Fax: [REDACTED]

Job Address: La Habra heights

1. Grade and compact one area approx. 1600-2000 s/f for helo pad. 1 weekday move.

Price: \$4,950.00

NOTE: Price includes prevailing wages.

**BASED ON (1) MOVE
PAYABLE ON COMPLETION**

Date January 15 20 21

Per _____
Kyle Gilbert

GENERAL TERMS AND CONDITIONS

1. This bid includes only those items indicated at unit prices unless otherwise specifically mentioned on the face of proposal. No other work is construed to be included.
2. The buyer agrees to furnish adequate plans, right of way, and access for normal heavy equipment and to establish satisfactory grade and marked stakes prior to the start of work.
3. Any permits, inspection fees or engineering costs incurred in the work will be in addition to the contract unless specifically included in the agreement.
4. Access to water for the work shall be furnished by the buyer, adjacent to or on site.
5. All agreements are subject to contingencies of manufacture, strikes, fires, embargoes regulations by government, delays in transit due to breakdown, and to any other contingencies beyond control.
6. Buyer shall cause all trenches and excavations (except those included in this bid) cut or lying within the contract work area to be backfilled to the requirements of the governing specifications or minimum 90% compaction, whichever is greater and shall cause all other contractors to maintain the typical sections, soil composition, and lot levels as they have been left by the rough grade contractor. Rock unusable for pads shall be deposited in rear yards or hauled from the site at a negotiated price.
7. Buyer shall accept lot grading at the time of completion of rough grade.
8. Quantities shall be determined by physical field measurements and in accordance with the methods of computation used by the State Division of Highway where such methods are applicable. No allowance will be made to buyer for labor, material, repairs or alterations performed, furnished or made without prior written consent and owner agrees to protect out work from others.

9. The Job must ready for commencement of work by Century Paving as scheduled with buyer. This includes but is not limited to:
 - a. The job site must be in the same condition as when the job was bid. Any clean ups or changes that add to our costs may be billed to you as an additional charge. Any increase in sqft or work will be billed at unit cost specified in contract.
 - b. Century Paving shall be given the work site free of debris or vehicles so that the work may proceed upon arrival.
 - c. Any standing time or delays will be billed as an additional charge.
 - d. All landscape water must be turned off (24) hours prior to commencement of work, and must remain off (48) hours after completion of work to allow for the curing of materials. All areas where work was performed must remain close to foot and vehicular traffic for a minimum of (24) hours after completion of work.
 - e. It is the owners responsibility to notify any tenants or other interested parties at least (48) hours before the start of the project. If it is necessary for buyer to reschedule the job, he must notify Century Paving in writing at least (24) hours in advance. If notice is not given in time, then a "move in" fee will be charged for all preparations made, which may include material.
 - f. If for any reason beyond the control of Century Paving, an additional move should result, it will be at the rate of per move:
 - i. \$700.00 – Striping work
 - ii. \$1,200.00 – Slurry Seal
 - iii. \$1,600.00 – asphalt (patch & repair)
 - iv. \$3,500.00 – concrete work
 - v. \$5,000.00 – asphalt work without paving machine (new pave)
 - vi. \$5,500.00 – asphalt work with paving machine (new pave)
 - vii. \$3,500.00 - milling without trucking
 - g. On removal and replacement of existing asphalt, if thickness is more than stated in the contract buyer will for additional thickness.
 - h. If any base or subgrade problems, occur buyer will be billed for additional labor, material or equipment required remedying such subgrade problems.
10. Century Paving shall not be responsible for the following:
 - a. Any damages to underground utilities not shown on blue print or marked job site, including gate/signal/safety loops.
 - b. Any pavement sinking or setting resulting from failure or setting of subgrade from water erosion, improper grades, or underlying water problems, etc.
 - c. No responsibility for drainage at designed or existing fall of less than 1%
 - d. No responsibility for damage to rock subgrade caused by water infiltration.
 - e. Any seal materials adhering to oil saturated spots or other substances that cause the seal not to bind properly to the asphalt. Normal cleaning procedures do not include the removal of oils.
 - f. Any damage resulting to the seal or asphalt if barricades are removed or taken down prior to the times set forth herein.
 - g. Any damage to cars, concrete, shoes, clothes, carports, or other things as a result going onto asphalt prematurely.
 - h. Any damage that is not the direct result of negligence or willful misconduct of Century Paving.
 - i. Any crack filling as it will settle and re-crack even though it is properly applied after the cracks have been filled, they will show through and slurry coating.
11. Century paving shall not be responsible for "power steering" or scuff marks on asphalt or seal. This is normal occurrence (especially in hot weather) and usually blends back in and mends itself in a few days.
12. Buyer agrees to give written notice of any shortage or defect within five days after delivery of material or within five days after the completion of the contract if both labor and materials and no claims will be allowed thereafter.
13. Overdue accounts shall bear interest at the maximum rate a non-institutional lender is permitted to charge on the date this contract is signed, plus collection costs and reasonable attorney fees. If at any time in our opinion the financial responsibility of the buyer becomes impaired or unsatisfactory, or payments are not received as scheduled we reserve the right to stop work and demand payment of previous retentions and require payment in advanced for any further work.
14. Buyer to furnish required information pursuant to California State Lien Law. To be completed below
15. Performance or Labor and Material Bonds will be furnished upon request. Premium paid by buyer.
16. Century Paving, Inc. will furnish appropriate evidence of insurance and releases if requested.
17. Extra work not covered on the face of this proposal may be negotiated as necessary. Buyer agrees to sign daily work tickets if extra work is to be done on time and material basis. No extra work shall be done without written

authorization from buyer and is to be completed under buyer's instructions after payment method has been agreed upon.

- 18. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENCED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTOR'S STATE LICENSE BOARD
 P.O. BOX 26000
 SACRAMENTO, CA 95826

NOTICE TO OWNER
 (Section 7019 – Contractors License Law)

"Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property." "Under the law, you may protect yourself against such claims by filing, before such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in said contract."

Please Furnish Owner Information of Property for work to be performed:
 (For quote work over \$2,000.00 REQUIRED)

Owner or Reputed Owner

Name:
Address:
City, State, ZIP Code:
Contact/Telephone Number:

Project Information

Legal Project Name:
Project Address:
City, State, ZIP Code:
Project Contract / P.O. Number:

ACCEPTANCE

(By Owner, Agent, or General Contractor)

I/we accept the within proposal. You are authorized to perform the work comprehended hereunder and I/we agree to pay the said amount in accordance with the terms set forth. All of the terms on the reverse side are incorporated herein and made a part hereof

COMPANY _____ Accepted By _____

Signature: _____ Date: _____

1 1/2% SERVICE CHARGE PER MONTH APPLIED TO ALL PAST DUE BALANCES.

ATTACHMENT

“F”

[REDACTED]

From: Allen, Dennis R.
Sent: Thursday, February 11, 2021 11:35 AM
To: [REDACTED]
Cc: Carillo, John A.; Yates, Clint W.; Joe, Glen C.
Subject: Scope of Work on So Cal Gas Property
Attachments: LaHabra PO.pdf; LaHabra After Pic.jpg; La Habra Heights - Before Pic.pdf

Hello Lt. [REDACTED],

Per your request, Facilities Services Bureau (FSB) contacted one of the LA County registered Local Small Businesses to perform the following work as discussed and agreed upon with the Security Detail . Once all agreed upon, a Purchase Order was processed through the standard processing within the Departments Delegated Authority. The following work on the Southern California Gas Company property took place after receiving approval.

- 1. Clear brush surrounding an area approx. 50'X50' (see attached before pic)
- 2. Scrape and level existing soil to create an approx. 50'X50' level smooth surface. (no new soils or any other hard scape materials were brought onto the property for such leveling)
- 3. Upon completion of leveling ground the soil was compacted using a vibrating roller. (see attached after pic).

There were no changes to the existing lot nor was there any expansion to this property, as can be seen in the attached photo from google maps. If you have any further questions, feel free contact me.

THANK YOU,

DENNIS ALLEN, MANAGER II
FACILITIES SERVICES BUREAU,PROJECTS
SHERMAN BLOCK BUILDING
[REDACTED]
[REDACTED]
[REDACTED]



"There is no limit to what you can accomplish if you dont care who gets the credit"



**LOS ANGELES COUNTY
SHERIFF
PURCHASE ORDER**

**ATTN. VENDORS:
LA COUNTY PURCHASE ORDER NUMBER
MUST BE ON ALL PACKING LIST AND INVOICES
TO ENSURE PROMPT PAYMENT.
SEND INVOICES TO: FSBAP@LASD.ORG**



FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf			ORDER NUMBER PD-SH-21037771-1		AWARD DATE 01/20/21	
BILL TO SHERIFF SHERIFF'S FACILITIES SERVICES BUREAU - 15739 211 W TEMPLE STREET LOS ANGELES CA 90012			ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO Contact: CELIA PROVOST Phone: [REDACTED] Email: [REDACTED]			
VENDOR NAME, STREET, CITY, STATE, ZIP CODE CENTURY PAVING INC 14630 FIRESTONE BLVD. LA MIRADA CA 90638-5915			SHIP FOB DESTINATION TO (UNLESS SPECIFIED ELSEWHERE) FSB WAREHOUSE 15739 SYBIL BRAND INSTITUTE 4500 E CITY TERRACE DRIVE LOS ANGELES CA 90063 PROCUREMENT FOLDER 2111974 CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) FSB WAREHOUSE 15739			
DELIVERY DATE 02/26/21		FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ NUMBER 15739P-	CONTRACT NUMBER	TOTAL AMOUNT OF ORDER \$4,950.00
DATE PRINTED 02/11/2021	VENDOR NO 043984	PROMPT PAYMENT TERM DISCOUNT 0.00 DAYS 30	TERM 1	TERM 2 DISCOUNT 0.00 DAYS 0	TERM 3 DISCOUNT 0.00 DAYS 0	TERM 4 DISCOUNT 0.00 DAYS 0
LINE NO	COMMODITY/SERVICE DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 913-94-00-0000000 SUPPLIER PART NO. SALES TAX AMOUNT. STOCK ITEM DESCRIPTION DESCRIPTION 15739P-GF-FSB-PROJ -MASONRY- SHERIFF'S SECURITY UPGRADE HELO PAD. 1 WEEKDAY MOVE QUOTE # 01/15/2021 NOT TO EXCEED PO AMOUNT WITHOUT		1 00000	EA	\$4,950.000000	\$4,950.00 \$0.00
LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: http://lacovss.lacounty.gov Go to the portal home page to find out more about the benefits to vendors who do business with the County.						
 COUNTY OF LOS ANGELES						

PRICE SHEET

PURCHASE ORDER

ORDER NO: PD-SH-21037771-1

VENDOR NO 043984

VENDOR CENTURY PAVING INC

Page
2

LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	<p>PURCHASE AGENT AUTHORIZATION</p> <p>JOB SITE: LA HABRA HEIGHTS</p> <p>CONTACT: MAURILLO GOMEZ [REDACTED] WHEN READY FOR SERVICE TO BE DONE</p> <p>PO CONFIRMATION RECEIPT REQUESTED. REPLY VIA E-MAIL OR FAX TO [REDACTED]</p> <p>CONTACT: CELIA PROVOST PHONE: [REDACTED]</p> <p>FOR OFFICE USE ONLY:</p> <p>F/O: 15739 ACTIVITY: PFSP OBJECT: 3530 FUNCTION CODE: ASD-G/S MAXIMO PR :56126</p>				

**COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent _____

By _____

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

1. CONDITIONS OF PURCHASE: This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.

5. PAYMENT TERMS: Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

STANDARD TERMS & CONDITIONS**PURCHASE ORDER**

ORDER NO: PD-SH-21037771-1

VENDOR NO 043984

VENDOR: CENTURY PAVING INC

Page

4

7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

VENDOR NO 043984

VENDOR CENTURY PAVING INC

Page

5

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives

16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.

STANDARD TERMS & CONDITIONS**PURCHASE ORDER**

ORDER NO: PD-SH-21037771-1

VENDOR NO: 043984

VENDOR: CENTURY PAVING INC

Page
6

24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

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

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

VENDOR NO 043984

VENDOR CENTURY PAVING INC

Page

7

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

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

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

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing county Department and Purchase Order or Contract Number
- F. Period of Time in which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.

VENDOR NO 043984

VENDOR CENTURY PAVING INC

Page
8

C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.

D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

(415) 703-4810

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

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

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject to the provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

STANDARD TERMS & CONDITIONS	PURCHASE ORDER ORDER NO: PD-SH-2103771-1
-----------------------------	---

VENDOR NO: 043984 VENDOR: CENTURY PAVING INC	Page 10
---	------------

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. 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 County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
2. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

FEDERAL UNIFORM GUIDELINE CLAUSE

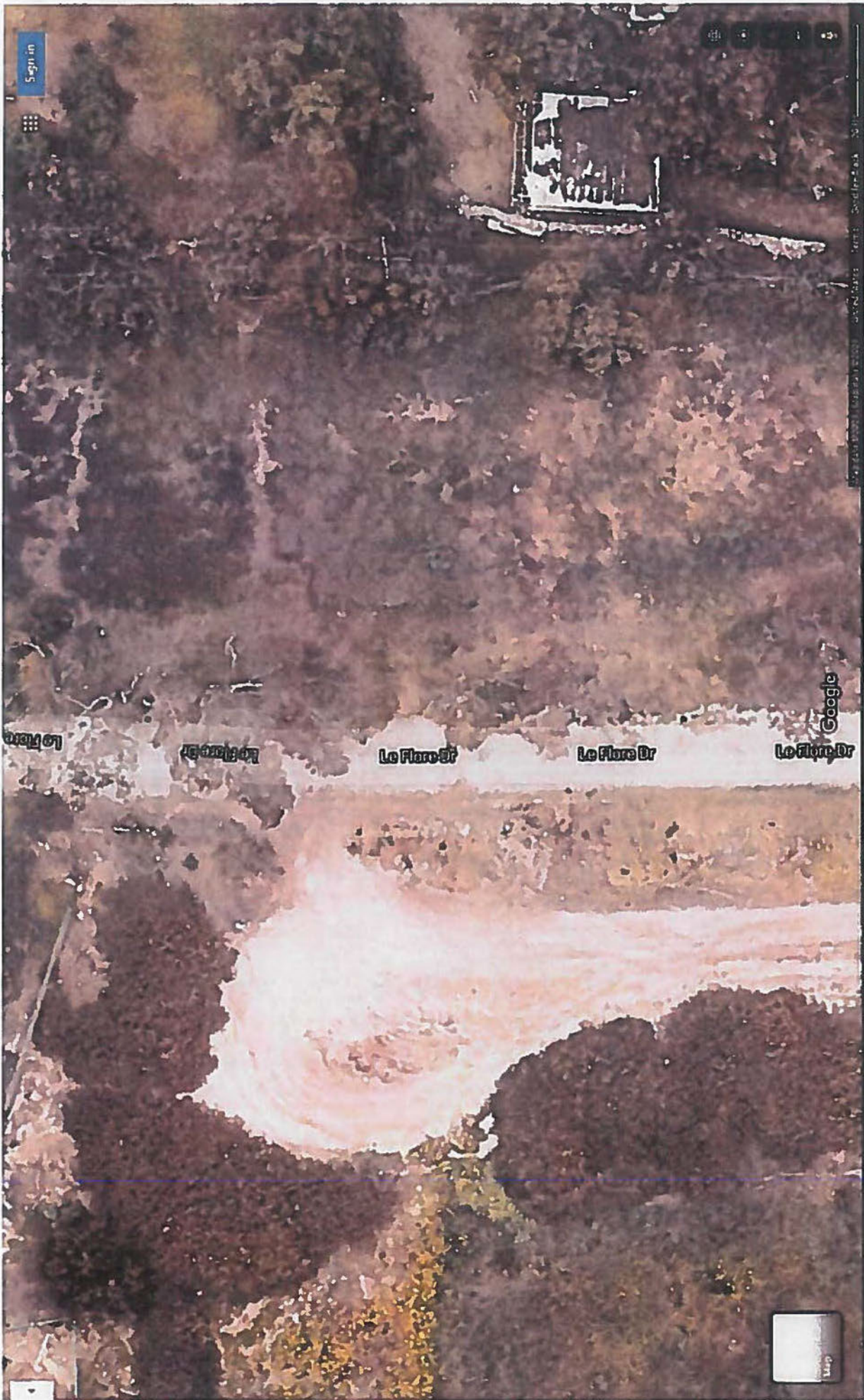
By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter 11, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

COMPLIANCE WITH COUNTY POLICY OF EQUITY

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

ATTACHMENT

“G”



BEFORE



Before



AFTER



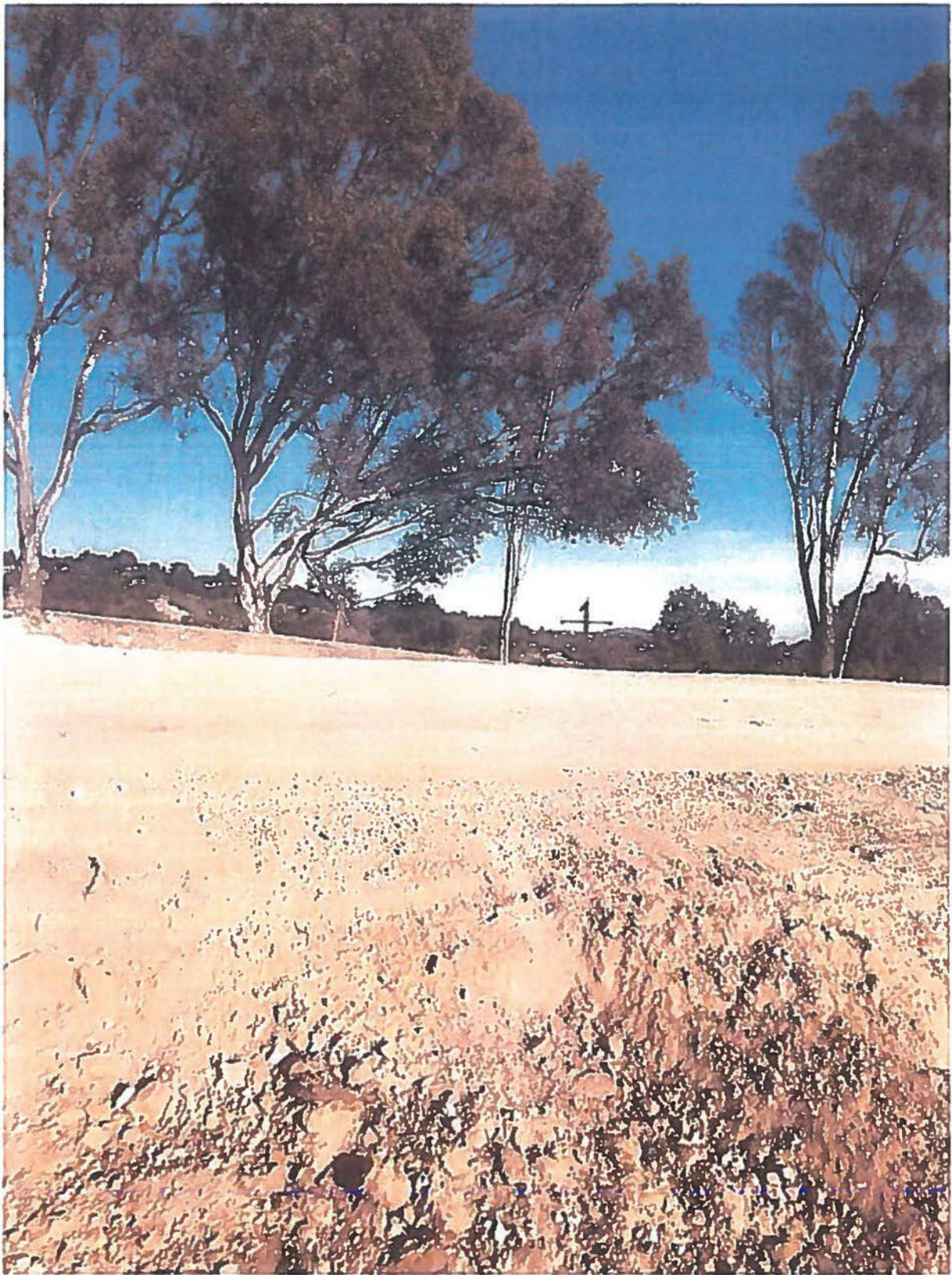
BEFORE



BEFORE



AFSA



AFTER