

**COUNTY OF TULARE
SERVICES AGREEMENT
EARLIMART SCHOOL DISTRICT**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and the **EARLIMART SCHOOL DISTRICT**, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. CONTRACTOR desires that the COUNTY provide one full-time deputy sheriff as the School Resource Officer (SRO) in accordance with the terms and conditions of this agreement.

B. COUNTY is willing to provide such services.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of August 8, 2019 and expires at 11:59 PM on May 29, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. **SERVICES:** See attached **Exhibit A**

3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**

4. **GENERAL AGREEMENT TERMS AND CONDITIONS:** See attached **Exhibit C**

5. **ADDITIONAL EXHIBITS:** The Parties shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference.

<input type="checkbox"/>	Exhibit <input type="checkbox"/>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
<input type="checkbox"/>	Exhibit <input type="checkbox"/>	

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**COUNTY OF TULARE
SERVICES AGREEMENT
EARLIMART SCHOOL DISTRICT**

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Sheriff's Office
Business Office
833 S. Akers Street
Visalia, CA 93277
Phone No.: (559) 802-9449
Fax No.: (559) 737-4283

With a copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Earlimart School District
785 E. Center Avenue
Earlimart, CA 93219
Phone No.: (559) 849-3386
Fax No.: (559) 849-2352

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

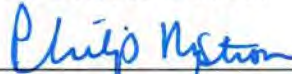
[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
EARLIMART SCHOOL DISTRICT**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Earlimart School District

Date: 6/5/19

By 

Print Name Philip Nystrom

Title Superintendent

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Kuyler Crocker, Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By 
Deputy

Print name: Jennifer Flores
Matter No.: 2019903

EXHIBIT A SCOPE OF SERVICES

COUNTY OBLIGATIONS

COUNTY shall provide to CONTRACTOR one Full-Time Equivalent (“FTE”) Deputy Sheriff to work as a School Resource Officer (SRO). “Full-Time” shall be deemed to be the employee’s normal work hours for 40 hours per week, including employee leave and training hours. The Deputy Sheriff shall be employed by the Tulare County Sheriff’s Office (TCSO) and shall be under the exclusive direction and control of TCSO. SRO duties shall be assigned and carried out after consultation with the CONTRACTOR, and approval from the Sheriff or his authorized representative. COUNTY shall provide a substitute deputy sheriff should the permanently assigned deputy sheriff be unavailable for an assigned school workday.

SRO related duties may include, but are not limited to:

- a) Providing a visible law enforcement presence on the campuses of the CONTRACTOR and at school-related functions such as athletic events, school dances, and other extracurricular activities that occur during regularly scheduled school day hours.
- b) Assisting the CONTRACTOR in enforcement of attendance laws through counseling with students and parents, and making home calls.
- c) Acting as a school resource officer for CONTRACTOR personnel, providing law enforcement information and responding to law enforcement needs of the site administrators.
- d) Utilizing intervention and prevention skills with students that are involved in criminal activity or who have been identified by the deputy or CONTRACTOR personnel as in need of attention.
- e) Attending and participating in CONTRACTOR meetings as requested. Providing classroom instruction on law enforcement issues, such as gang awareness, drug avoidance and other related subjects.

QUALIFICATIONS OF DEPUTY: Any deputies assigned to the CONTRACTOR under this Agreement shall be required to meet the same standards of selection and training required of other deputies at TCSO, including, without limitation, meeting all of the requirements of the State commission on Peace Officers’ Standards and Training (P.O.S.T.).

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CONTRACTOR OBLIGATIONS

1. The CONTRACTOR shall provide the deputy assigned to the CONTRACTOR with a private workspace, including workstation, telephone, and reasonable access to CONTRACTOR office equipment and secretarial assistance.
2. The CONTRACTOR Superintendent or designated administrative officer and the designated supervising officer from TCSO shall meet and confer as necessary regarding the deputy's activities and functions as they relate to the Agreement.
3. Should the CONTRACTOR have a scheduled extracurricular school sponsored function after regularly scheduled school day hours, CONTRACTOR will be responsible for the overtime cost of additional staff if the permanently assigned deputy sheriff is unavailable, or has obtained maximum straight time work hours during the pay period.

**EXHIBIT B
PAYMENT FOR SERVICES**

School Resource Officer
Earlimart School District
August 8, 2019 through May 29, 2020
Expenditures based on 38 weeks

Funding Percentage	100%	13.871%	86.129%
<u>DEPUTY II:</u>	<u>FY 19/20</u>	<u>2017 JAG</u>	<u>Earlimart</u>
	<u>Budget</u>	<u>Grant Funding</u>	<u>School District</u>
<i>Salaries and Benefits:</i>			
Salary	51,155	7,096	44,059
Overtime	-	-	-
Other Pay Types	584	81	503
Health Benefits	11,118	1,542	9,576
Retirement	8,819	1,223	7,596
Social Security	3,958	549	3,409
Pension Obligation Bond	3,647	506	3,141
Worker's Compensation	5,306	736	4,570
Total Salary and Benefits:	<u>\$ 84,587</u>	<u>\$ 11,733</u>	<u>\$ 72,854</u>
<i>Operating Costs:</i>			
Cellular Phone	377	52	324
Radio Communications	438	61	377
Motor Pool Operations	4,745	658	4,087
Payroll Processing (ADP)	139	19	119
Total Agency Charges:	<u>\$ 5,698</u>	<u>\$ 790</u>	<u>\$ 4,908</u>
Total All Expenditures:	<u>\$ 90,286</u>	<u>\$ 12,524</u>	<u>\$ 77,762</u>

Contractor will reimburse the County up to \$90,286 and will be invoiced quarterly. Should 2017 JAG funding of \$12,524 become available, 2017 JAG funds will be allocated to the Contractor and the Contractor will be responsible for the remaining balance of \$77,762.

1. The annual cost for services is \$90,286
2. Billing by County will be submitted on a quarterly basis for services performed during the quarter: January-March; April-June; July-September; and October-December. The County will send the Contractor an invoice by the 30th of the month following the close of each quarter. Payment will be due by the Contractor to the County within 30 days after receipt of each invoice.

Exhibit C
General Terms and Conditions

1. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK: COUNTY is not entitled to any payments from CONTRACTOR until the CONTRACTOR for which services are provided under the Agreement approves services, including any furnished deliverables, as satisfying all of the requirements of this Agreement. Payments to COUNTY by CONTRACTOR shall not excuse COUNTY from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and services that do not conform to the requirements of this Agreement may be rejected by CONTRACTOR and in such case must be replaced by COUNTY without delay and at no cost to the CONTRACTOR.

2. QUALIFIED PERSONNEL: COUNTY shall utilize only competent personnel under the supervision of, and in the employment of, COUNTY (or COUNTY'S authorized subcontractors) to perform the services. COUNTY will comply with CONTRACTOR'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at CONTRACTOR'S request, must be supervised by COUNTY. COUNTY shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

3. INDEPENDENT CONTRACTOR STATUS: The Parties enter into this Agreement with the express understanding

that COUNTY will perform all services required under this Agreement as an independent contractor. The Parties agree that the COUNTY and any of its agents, employees, or officers cannot be considered agents, employees, or officers of CONTRACTOR. COUNTY agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of CONTRACTOR. Subject to any performance criteria contained in this Agreement, COUNTY will be solely responsible for determining the means and methods of performing the specified services and CONTRACTOR will have no right to control or exercise any supervision over COUNTY as to how the COUNTY will perform the services. As COUNTY is not CONTRACTOR'S employee, COUNTY is responsible for paying all required state and federal taxes. In particular, CONTRACTOR will not:

- (1) Withhold FICA (Social Security) from COUNTY'S payments.
- (2) Make state or federal unemployment insurance contributions on COUNTY'S behalf.
- (3) Withhold state or federal income tax from payments to COUNTY.
- (4) Make disability insurance contributions on behalf of COUNTY.
- (5) Obtain unemployment compensation insurance on behalf of COUNTY.

Notwithstanding this independent contractor relationship, CONTRACTOR will have the right to monitor and evaluate the performance of COUNTY to assure compliance with this Agreement.

4. COMPLIANCE WITH LAW: COUNTY must provide services in accordance with

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applicable Federal, State, and local laws, regulations and directives. With respect to COUNTY'S employees, COUNTY must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

5. LICENSES AND PERMITS: COUNTY represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this agreement.

6. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

7. RECORDS AND AUDIT: COUNTY must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, COUNTY must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, COUNTY must make the records available within Tulare County to the CONTRACTOR and its agents and representatives, for the purpose of auditing and/or copying the

records for a period of five (5) years from the date of final payment under this Agreement.

8. CONFLICT OF INTEREST: (a) At all times during the performance of this Agreement, COUNTY must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including COUNTY for this purpose, from making any decision on behalf of CONTRACTOR in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any CONTRACTOR decision that has the potential to confer any pecuniary benefit on COUNTY or any business firm in which COUNTY has an interest, with certain narrow exceptions. (b) COUNTY agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform CONTRACTOR and provide all information needed for resolution of this question.

9. INDEMNIFICATION: (a) COUNTY shall indemnify and hold harmless CONTRACTOR from and against all claims and actions, and all expenses, including but not limited to reasonable

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attorney fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property to the extent that such claims or actions are caused by the negligence, gross negligence or willful misconduct by COUNTY or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that COUNTY's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon willful acts or negligence of CONTRACTOR or upon use of or reliance on information supplied by CONTRACTOR or on behalf of CONTRACTOR to COUNTY in preparation of any report, study or other written document; and further provided, however, in no event shall COUNTY be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.

(b) CONTRACTOR shall indemnify and hold harmless COUNTY from and against all claims and actions, and all expenses, including but not limited to reasonable attorney fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property caused by the negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by CONTRACTOR or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that CONTRACTOR's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the willful acts or active negligence of COUNTY and upon use of or reliance on information supplied by COUNTY in any

report, study or other written document; and further provided, however, in no event shall CONTRACTOR be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.

(c) Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by CONTRACTOR and COUNTY, the amount of such claim for which CONTRACTOR or COUNTY is liable as indemnitor under this Article 10 shall equal (i) the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, or willful misconduct bears to (ii) the proportionate part of the amount of the total claim that is attributable to the joint negligence, gross negligence, or willful misconduct at issue.

10. TERMINATION: (a) Without Cause: Either Party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other party of its intention to terminate under this provision, specifying the date of termination. CONTRACTOR will pay to COUNTY the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. CONTRACTOR will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and it was conditioned upon receipt from COUNTY of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

Exhibit C General Terms and Conditions

CONTRACTOR will not impose sanctions on COUNTY under these circumstances.

(b) With Cause: Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1.) Be adjudged a bankrupt, or
- (2.) Become insolvent or have a receiver appointed, or
- (3.) Make a general assignment for the benefit of creditors, or
- (4.) Suffer any judgement that remains unsatisfied for 30 days, and that would be substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5.) Materially breach this Agreement.

In addition, either Party may terminate this Agreement based on:

- (6.) Material misrepresentation, either by COUNTY or anyone acting on COUNTY'S behalf, as to any matter related in any way to CONTRACTORS'S retention of COUNTY, or
- (7.) Other misconduct or circumstances that, in the sole discretion of CONTRACTOR, either impairs the ability of COUNTY to competently provide the services under this Agreement, or exposes the other Party to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the termination Party specifying the date of the termination. If either Party fails to perform according to the terms and conditions of this Agreement, then the other Party may, in addition to any other remedy it may have,

issue a declaration of default after 10 days written notice to the other Party.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

CONTRACTOR will pay to COUNTY the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of all plans, specifications and estimates, and other documents prepared by COUNTY by the date of termination in accordance with this Agreement. CONTRACTOR will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation

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or make reimbursement to cure a breach arising out of or resulting from such termination. If CONTRACTOR terminates this Agreement for cause and the expense of finishing COUNTY'S scope of work exceeds the unpaid balance of the Agreement, then COUNTY must pay the difference to CONTRACTOR. CONTRACTOR may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of COUNTY'S non-performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of either Party department or agency for which COUNTY'S services are to be performed, may immediately suspend performance by COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

11. LOSS OF FUNDING: It is understood and agreed that if either Party's funding is either discontinued or reduced for the services to be provided hereunder, the terminating Party has the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the

end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to either Party of any kind, provided that the terminating Party shall pay the other Party in accordance with section 13 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

12. TIME OF THE ESSENCE: The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

13. CONFIDENTIALITY: Either Party may not use or disclose any information it receives under this Agreement that either Party has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, either Party may not disclose to third parties any information it receives that has previously been identified as confidential. If either Party determines that it must disclose any information that either Party previously identified as confidential, then it shall promptly give the corresponding Party written notice of its intention to disclose such information and the authority for such disclosure. The noticed Party shall have period of five (5) calendar days thereafter within which to seek a protective court order to pre-vent such disclosure or to notify the respective Party that it will not seek such an order. Both Parties shall cooperate with any efforts to seek such a court order. Either Party shall not disclose the information until the five (5) day period has expired without a response from the notified Party, or has notified the noticed

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Party that it will not seek such an order, or noticed Party has sought and a court has declined to issue a protective order for such information. If either Party seeks a protective order for such information, either Party shall defend and indemnify each other from any and all loss, injury, or claim arising from each Parties withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of CONTRACTOR and COUNTY to maintain confidentiality of information under this section continues beyond the term of this Agreement.

14. ASSIGNMENT/SUBCONTRACTING:

Unless other-wise provided in this Agreement, CONTRACTOR is relying on the personal skill, expertise, training and experience of COUNTY and COUNTY'S employees and no part of this Agreement may be assigned or subcontracted by COUNTY without the prior written consent of CONTRACTOR, which consent CONTRACTOR may grant, delay, deny, or condition in its absolute discretion.

15. DISPUTES AND DISPUTE RESOLUTION:

Both Parties shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each

Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

16. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

17. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

18. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

19. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

20. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

21. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement Terms and Conditions") and any Exhibit, Schedule, or Attachment, then

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the terms and conditions of the body of the Agreement shall prevail.

22. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

23. ENTIRE AGREEMENT: This Agreement represents the entire agreement between COUNTY and CONTRACTOR as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

24. ASSURANCES OF NON-DISCRIMINATION: The Parties must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both COUNTY and CONTRACTOR have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide

appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CONTRACTOR, in its sole discretion, has the right to require COUNTY to replace any employee who provides services of any kind to CONTRACTOR under this Agreement with other employees where CONTRACTOR is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. CONTRACTOR'S right to require replacement of employees under this section does not preclude CONTRACTOR from terminating this Agreement with or without cause as provided for under this Agreement.

25. DRUG-FREE WORKPLACE POLICY: The Parties acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises. COUNTY agrees that any violation of this prohibition by COUNTY, its employees, agents, or assigns will be deemed a material breach of this Agreement.

26. RECYCLED PAPER CONTENT: To the extent the COUNTY'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153 COUNTY shall use paper that meets the recycled content requirements of Public Contract Code section 12209.