(323) 881-2401

May 20, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

REQUEST FOR APPROVAL OF THE CONTRACT FOR SERVICES BETWEEN THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND THE COUNTY OF LOS ANGELES
(3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that the attached Agreement is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the State CEQA Guidelines.

2. Approve and authorize the Fire Chief to sign the attached three-year Agreement for Services between the California Department of Corrections (CDC) and the Consolidated Fire Protection District of Los Angeles County commencing July 1, 2003, for an annual reimbursement to the District not to exceed $7 million.

3. Authorize the Fire Chief to execute any amendments to refine the operational administration of this Agreement as necessary. Such amendments will be approved by CDC and approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this request is to approve the Agreement for Services between the CDC and the Consolidated Fire Protection District of Los Angeles County for the operation of five inmate fire suppression camps for a three-year term commencing July 1, 2003, and continuing through June 30, 2006. The maximum amount of reimbursement to the District under this Agreement is $21 million, not to exceed $7 million annually.

The three-year contract enables operation of five inmate fire suppression camps in Los Angeles County in conjunction with the CDC. These camps provide a total of 22 fire suppression inmate crews for use on brush fires, emergency incidents, fire prevention, and other public work projects.

Due to continued negotiations and recent approval of increased funding for the District by the CDC, a new contract remains to be executed. However, the existing contract is automatically extended on the same terms and conditions until execution of a new Agreement, which then the renewal agreement is retroactive to the end of the term of the present Agreement. Payment will be received for services rendered following approval of this Agreement by the California Department of General Services or, under its authority, the California Department of Corrections.

FISCAL IMPACT/FINANCING

The CDC reimburses the majority of the salary and employee benefits for the District's assigned staff. Annual reimbursement will not exceed $7 million, which is an increase from the $5 million received each year for the last nine years. Cost to the District of approximately $1.5 million is recognized in the District's Budget in Fiscal Year 2003-04. The cost to the District to operate these fire suppression camps is minor compared to the major benefits received. These costs include the provision of safety equipment, tools, emergency meals, transportation for CDC inmates, and the maintenance and repair of camp facilities.

The State is responsible for reimbursing the District for all salary and employee benefits for the District's assigned staff and a share of the District's indirect cost to maintain the inmate fire suppression camps. Annual reimbursement to the District will not exceed $7 million.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Fire District has had an ongoing three-year Agreement for Services with the CDC for many years, which provides for the operation of five inmate fire suppression camps in Los Angeles County. The Agreement and all applicable Exhibits have been approved as to form by County Counsel.

The District is also requesting that your Honorable Board authorize the Fire Chief to sign, with the CDC, any amendments as necessary covering implementation of the attached contract and administration of inmate fire suppression camps.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) in that it is certain that the activity in question will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These camps are an invaluable cost-effective asset toward the prevention and suppression of wildland fires in the County and enhance the District's ability to reduce the threat of wildland conflagrations. In addition, they provide work crews for facility projects, which save the District additional costs.

CONCLUSION

Upon approval by your Honorable Board, please return an adopted copy of this action to the Fire District for further processing.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:yh

Attachments

c: Chief Administrative Officer
County Counsel
Auditor-Controller

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
C03.051

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Corrections

CONTRACTOR'S NAME
Consolidated Fire Protection District of Los Angeles County

2. The term of this Agreement is: July 1, 2003 through June 30, 2006

3. The maximum amount of this Agreement is: $ 21,000,000.00 Twenty-One Million Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B-1 – Contractor Rate Summary	1 page
Exhibit B-2 – Projected Budget	3 pages
Exhibit C – General/Special Terms and Conditions	15 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
P. Michael Freeman, Fire Chief

ADDRESS
1320 North Eastern Avenue
Los Angeles, CA 90063-3294 (323) 881-2401

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF CORRECTIONS

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Janet E. Miura, Assistant Deputy Director

ADDRESS
P. O. Box 942883, Sacramento, CA 94283-0001

California Department of General Services Use Only

☐ Exempt per:

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

BY _____
DEPUTY

STATE OF CALIFORNIA
Department of Corrections

SCOPE OF WORK

FIRE SUPPRESSION SERVICES
Agreement No. C03.051

INTRODUCTION/SERVICES

The Contractor shall provide five (5) fire captains and 47.8 fire fighter specialists for services incidental to the operation of five (5) inmate camp facilities and inmate fire suppression crews for the purpose of fire suppression, fire prevention, pre-suppression, reforestation, a forestation, and emergency and general work projects, as mutually agreed to by the California Department of Corrections hereinafter referred to as CDC, and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as LAC Fire Department. The LAC Fire Department and the CDC reserve the right to make adjustments to the staffing and inmate population levels if circumstances dictate such adjustments. Funding levels will be adjusted commensurate with the adjusted staffing and population levels. If staffing and population adjustments become necessary either party shall notify the other in writing sixty (60) days prior to the effective date of the change. The adjusted staffing and population levels will be reflected on revised provisions of Exhibit A, Scope of Work and Exhibit B-2, Projected Budget where applicable.

The Contractor shall establish and maintain the following five (5) fire suppression camps and crews, but could be subject to changes as indicated above.

CAMPS	NUMBER OF INMATES	CONTRACTOR STAFFING	NUMBER OF FIRE CREWS	NUMBER OF CAMP/STANDBY CREWS
#11 Acton	80	Fire Captain Fire Fighter Specialists	4	1
#13 Malibu	100	Fire Captain Fire Fighter Specialists	5	1
#14 Francisquito	80	Fire Captain Fire Fighter Specialists	4	1
#16 Mt. Gleason	100	Fire Captain Fire Fighter Specialists	4	2
#19 Julius Klein	120	Fire Captain Fire Fighter Specialists	5	2
		TOTALS	**22**	**7**

CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to:

1. Provide managerial personnel to direct and coordinate LAC Fire Department operations in the conservation/fire suppression camps housing CDC inmates.

2. Provide personnel to train and direct inmates on all work projects, both within and beyond the limits of the facility.

3. Provide LAC Fire Fighter Specialists, trained by the CDC as to the legal requirements such as set forth in the California Code of Regulations Title 15, the CDC Camp Operational Procedures, and the general terms and conditions of this contract, as applicable in the supervision of inmates on work projects, fires, or other emergencies prior to assigning them to supervise inmate crews.

4. Allow LAC Fire Fighter Specialists to accept from the CDC the temporary custody of inmates while on emergency and work projects and to make frequent counts of the inmates as required by the CDC.

5. Ensure that all fire crews and other inmate workers normally supervised by the LAC Fire Department are engaged in emergency work or work projects, either in or out of the camp, every workday, except as mutually agreed by the CDC Camp Commander and the LAC Camp Superintendent. Inmates shall not work less than six hours per day, five days a week in a seven-day period.

   Ensure the utilization of inmates in positions that require the use of a personal computer is in compliance with Sierra Conservation Center's Operational Procedure regarding, Information Systems Security and Guidelines.

6. Keep daily written records of the numbers of inmates assigned to the LAC Fire Department personnel to work on fires, projects, or other emergencies.

7. Grade the work performance of the inmates in conformance with standards prescribed by the CDC.

8. Assist the CDC personnel in the control of inmates pursuant to policies and procedures established by the CDC and the LAC Fire Department.

9. Assist the CDC in providing annual fire line safety training to custodial staff.

10. Provide to the CDC staff and inmates assigned to work on fires, all safety equipment including, but not limited to, safety helmets, safety goggles, fire protective clothing, and other safety devices required by the County Safety Standards and the California Occupational Safety and Health Act of 1973, as amended, and regulations thereunder. The individual issued safety equipment is responsible for its condition

and security, and shall wear or have it readily available when responding to and while at fires.

11. Provide and maintain all tools and equipment used on work projects, fires, and other emergencies.

12. Provide transportation for inmates between the facilities and work projects and to and from fires or other emergencies. The CDC and the LAC Fire Department shall in accordance with applicable safety regulations and arrangements mutually agree to transportation procedures.

13. Assume all material and labor costs for the maintenance and replacement of all buildings at the designated facilities that are normally classified as real property, or as a part of the realty, and all fixed asset equipment that belongs to the LAC Fire Department, except those items as defined in paragraphs 7 and 8 of the CDC Responsibilities.

14. Provide labor for the maintenance and repair of kitchen equipment to the extent of the capabilities of the LAC Fire Department in-camp personnel.

15. Provide sewage service at the facilities. Provide electricity for Francisquito, Acton, Malibu and Mt. Gleason. Provide water for Francisquito, Acton, Malibu, Julius Klein and Mt. Gleason.

16. Provide telephone service for all LAC Fire Department staff.

17. Reimburse the CDC for overtime salaries and applicable employee benefits of the CDC personnel and inmates assigned to the fire suppression crews accrued at the request of the LAC Fire Department or as deemed necessary by the CDC.

18. Reimburse the CDC for the indirect cost of salaries and employee benefits and for any other reasonable and necessary expenses in the performance of this Agreement that are mutually agreed to by the LAC Fire Department and the CDC.

19. Provide meals to the CDC personnel and inmates while on fire or other emergencies, including reimbursement to the CDC for those meals served in camp that are caused by or related to emergency assignments. These meals shall be termed “Emergency Meals” and all costs shall be borne by the LAC Fire Department. Replacement of said meals shall be either by item-for-item or by cost.

20. Reimburse the CDC for the meals provided to the LAC Fire Department personnel based upon the CDC’s Department Operations Manual, Section 54080.15.

CDC'S RESPONSIBILITIES

The CDC agrees to:

1. Staff inmate conservation/fire suppression crews in numbers sufficient to maintain reasonable stability in crew strength necessary for a reliable resource for fire control and prevention and work projects. In order to meet this goal, the inmate crew population of 85 percent fire-eligible (those inmates that are physically fit and have completed the fire fighting training) and 15 percent fire-ineligible (those inmates that are not eligible to fight fires but can perform camp duties and support services like kitchen work, grounds maintenance, etc.) inmates, except in the case of certain specified vocational or other work programs shall be maintained. In recognition of the fact that the camp population fluctuates due to paroling inmates, disciplinary removals, etc., the total inmate population in each camp may exceed the designed capacity by up to ten (10) percent in order to have a reserve of fire-eligible inmates available. This practice is intended to keep the average camp population at the same level as the budgeted camp population.

2. Provide the CDC custodial personnel to properly supervise and control the inmates, as required by law, and to have primary responsibility at all times for the discipline, control, security, welfare, and safety of all inmates. The CDC shall assign custodial staff whenever inmates are on emergency work projects. The CDC shall provide custodial staff coverage for work projects as needed. The CDC Camp Commander will coordinate the assignment of custodial staff with the LAC Camp Superintendent; however, the final determination of custodial staffing is the responsibility of the CDC Camp Commander.

3. Provide all necessary medical attention for inmates, except for the immediate first aid given to inmates assigned to work projects or emergency assignments.

4. Provide all inmate clothing, including boots, except safety clothing as defined in paragraph 10 of the Contractor's Responsibilities.

5. Supervise and manage the camp culinary operation and other camp services within the jurisdiction of the CDC and provide all food, culinary personnel, and kitchen equipment necessary for the preparation of meals.

6. The CDC Camp Commander of each camp will maintain an inventory of all kitchen and laundry equipment.

7. Provide housekeeping services such as cleaning, minor maintenance, laundry, etc.

8. Provide fuel for cooking and heating (propane) and CDC telephone services. Provide electricity at Julius Klein.

9. Assume financial responsibility for the maintenance and/or replacement of all kitchen and laundry equipment, as approved by the CDC and the LAC Fire Department, except for labor and maintenance as provided by the LAC Fire Department pursuant to paragraph 14 of the Contractor's Responsibilities.

10. The CDC shall reimburse the LAC Fire Department for costs incurred for repairs when it has been determined that an inmate has willfully damaged buildings, appurtenances, or equipment.

11. Reimburse the LAC Fire Department for salaries and employee benefits of the LAC Fire Department personnel assigned to the Fire Suppression Camps.

12. Reimburse the LAC Fire Department for the indirect cost of salaries and employee benefits and for any other reasonable and necessary expenses in the performance of this Agreement that are mutually agreed to by the LAC Fire Department and the CDC.

13. Provide training to the LAC Fire Department staff in the legal requirements such as the Director's rules, applicable penal code, etc., involved in supervising inmates on work projects, fires, and other emergencies.

CDC AND LAC FIRE DEPARTMENT MUTUAL RESPONSIBILITIES

1. Employees of the LAC Fire Department and the CDC, who are responsible for the personnel at their respective facilities, have a mutual responsibility other than as described in this Agreement, extending beyond the field of supervision, and the CDC and LAC Fire Department responsibilities. They must respect and cooperate with each other to the end that the Fire Suppression Camp Program will proceed successfully.

2. The camp program of each department shall be familiar with and abide by the rules, regulations, and responsibilities of the other as set forth in the California Code of Regulations Title 15, and the Fire Department/CDC Camp Operational Procedures.

3. It is mutually understood and agreed that State employees are not employees of the LAC Fire Department and LAC Fire Department employees are not employees of the State.

4. Inmates assigned to the LAC Fire Department fire crews shall be physically fit.

5. The discipline of inmates is the ultimate responsibility of the CDC. The LAC Fire Department personnel shall report, through established channels with written documentation, all acts of inmate's contrary to law, regulations, or camp rules and assist correctional employees in determining disciplinary action. Furthermore, LAC Fire Department personnel shall assist in the control of inmates in emergency situations. The CDC Camp Commander shall receive assistance from the LAC

Camp Superintendent or designated representative, in the hearing of all rules and violations.

6. In the event that an inmate does not display acceptable work habits or demonstrates other unacceptable conduct and continues to do so after a cooperative effort by both departments to correct him/her through the progressive disciplinary process, the inmate may be removed from the camp program or transferred to another conservation camp. Proper documents containing the facts of the situation must be submitted by both agencies.

7. The CDC shall assign and supervise the activities of inmates on the "CDC In-Camp Crew"' and the LAC Fire Department shall assign and supervise the activities on the "Fire Department In-Camp Crew".

8. For the purpose of this Agreement, inmates provided to the LAC Fire Department by the CDC shall not be construed to be employees of the LAC Fire Department.

9. The CDC shall maintain the primary responsibility for determining the custodial and safety requirements on all work projects and emergency assignments. The LAC Fire Department shall maintain primary responsibility for defining, monitoring, and supervising work projects and emergency assignments.

10. A standard workweek, as mutually agreed and stated as policy by the CDC and the LAC Fire Department, shall be maintained.

11. The LAC Fire Department shall prescribe the method of dispatching inmates and the LAC Fire Department personnel to work projects, fires, or other emergencies. Written procedures outlining the method of dispatch shall be given to the CDC Camp Commander. This shall occur annually or when necessary.

12. The CDC Camp Commander or his/her representative shall cooperate with the LAC Camp Superintendent or his/her representative in arranging for dispatch to any work project, fire or other emergency, whether day or night, such number of Correctional personnel and inmates as may be required.

13. Inmates shall not operate any mobile equipment on any public road, motorway, access road, or thoroughfare, except in an extreme emergency. The operation of any equipment or vehicle by an inmate must be approved by the CDC Camp Commander or LAC Camp Superintendent, depending on the ownership of the vehicle.

14. The CDC Camp Commander and the LAC Camp Superintendent shall be responsible for jointly preparing a corrective action plan and correcting deficiencies identified by the California Department of Health Services (DHS) during the annual Environmental Health Survey. Within 60 days of receipt of the DHS report, a written corrective action plan, including a plan for correction of violations and

implementation dates for the recommendations, shall be jointly prepared by the CDC Camp Commander and the LAC Camp Superintendent and submitted through organizational channels to the Warden at the Sierra Conservation Center and to the Los Angeles County Assistant Fire Chief for Camp Management with informational copies to the CDC Camp Operations office. All minor violations shall be corrected within 30 days after receipt of the DHS report.

15. The bi-annual camp management audit conducted by the CDC's Facility Captain and the LAC Camps Battalion Chief shall result in a written report with recommendations to correct policy and procedure violations and potential violations. This audit will be an evaluation of the day-to-day operations of the camps. A written report with implementation dates for the corrections and a plan of correction of violations shall be submitted through organizational channels to the Camp Operations offices of both the CDC and LAC Fire Department. The CDC Camp Commander and the LAC Camp Superintendent shall implement these recommendations within 60 days of the receipt of the audit report. Those recommendations that cannot be implemented because of funding or other problems shall require the preparation of a plan of correction with time frames for compliance.

16. The CDC Camp Commander and the LAC Camp Superintendent shall conduct a joint monthly facilities maintenance inspection of each camp. This inspection shall be documented and, if necessary, a corrective action plan will be prepared.

17. The Facility Captain and the LAC Fire Department Battalion Chief, Camp Operation, shall make an annual joint inspection of the camps and shall prepare or update a plan for correcting the camps' building and infrastructure deficiencies. The inspections will be conducted during the months of October, November and December of each year. Actual dates will be mutually agreed upon.

18. The CDC Camp Commander and the LAC Camp Superintendent at each LAC Fire Department/camp shall jointly update and maintain an energy and water conservation plan. This is accomplished on an annual basis.

19. Camp operations will be conducted in accordance with applicable State and Federal laws, State regulations, and the CDC and LAC Fire Department policies. When the CDC alleges that an employee of the LAC Fire Department has acted in a manner that is contrary to the laws, regulations, and policies enforced by the CDC, the LAC Fire Department will conduct an investigation of the allegations. The CDC will participate in the investigation by having one investigator present during interviews of any LAC Fire Department employee, including asking questions and taking notes; reviewing documents and other materials related to the investigation; and assisting in the formulation of findings and recommendations. The authority to impose disciplinary action against an employee of the LA County Fire Department shall remain the exclusive responsibility of the LA County Fire Department.

RADIO SERVICE

The LAC Fire Department shall ensure that handheld radios are available for CDC emergency use and maintained at the expense of the LAC Fire Department.

CONTACT INFORMATION

Should questions or problems arise during the term of this contract, the Contractor or the CDC should contact the following offices:

CALIFORNIA DEPARTMENT OF CORRECTIONS

Billing/Payment Issues:

- Central Valley Regional Accounting Office
  Phone Number: (209) 948-7100
  FAX Number: (209) 948-7160

Scope of Work/Performance Issues:

- John W. Martin, Associate Warden, Camp Operations
  Phone Number: (209) 984-5291, ext. 5458
  FAX Number: (209) 984-4201

General Contract Issues:

- Office of Contract Services
  Phone Number: (916) 323-8718
  FAX Number: (916) 322-1098

LOS ANGELES COUNTY FIRE DEPARTMENT

Billing/Payment and General Contract Issues:

- Helen E. Jo, Chief, Financial Management Division
  Phone Number: (323) 838-2301
  FAX Number: (323) 869-0731

Scope of Work/Performance Issues:

- Ernie Golphenee, Assistant Fire Chief, Air & Wildland Division
  Phone Number: (818) 890-5780
  FAX Number: (818) 890-5740

California Department of Corrections

BUDGET DETAIL AND PAYMENT PROVISIONS

Governing payments made to the LAC Fire Department:

1. **Invoicing and Payment**

A. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred to a maximum of budgeted authority.

For each of the first eleven (11) months of the Agreement, the Contractor shall submit an invoice equivalent to one-twelfth (1/12) of the annual Agreement award. (If the Agreement period is for less than a full fiscal year, the payments shall be adjusted accordingly.) The last invoice for the year shall include a reconciliation of payments made by the CDC to actual expenditures incurred by the Contractor. Actual expenditures include, but are not limited to, employee salaries and benefits, and administrative overhead. The total amount invoiced by the Contractor cannot exceed (1) the actual program costs incurred, and (2) the amount encumbered for the Agreement per Exhibit B-2. The CDC will withhold payment of the last invoice until the Contractor provides the required reconciliation. Source documents supporting the actual costs incurred for each CDC camp shall be made available to the CDC upon request.

If the reconciliation determines that LAC Fire Department's actual costs are less than the amounts paid by CDC, the LAC Fire Department will refund the excess payments.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections
Central Valley Regional Accounting Services
P. O. Box 4147
Stockton, CA 95204-0147

C. Payment to the LAC Fire Department shall be made payable and sent to:

Los Angeles County Fire Department
P. O. Box 1859
Sacramento, CA 95812-0110

2. Budget Contingency Clause

A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, at least at the current budgeted authority level in Exhibit B-2, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement and remove all inmates from the five camp facilities, and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State or the Contractor shall have the option to either renegotiate or cancel this Agreement with no liability occurring to the State or to the Contractor.

C. It is mutually understood by both parties that this Agreement contains an augmentation of $1,980,213 for each fiscal year contingent upon approval of the California State Budget Act.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 926.10. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Administrative Overhead

For purposes of this Agreement, the administrative overhead shall be charged at the rate established and agreed to by the LAC Fire Department and the CDC. The approved rate for fiscal year 2003/2004 is 29.675 percent and is subject to change each fiscal year.

5. Actual Program Costs

The LAC Fire Department will have the right to make changes to the staffing levels specified in the Agreement. Overtime costs to maintain the staffing levels will be reimbursed at the straight time rate as specified in the annual Program Costs (see Exhibit B-2, Projected Budgets).

Actual program costs (salary and employee benefits) incurred by the LAC Fire Department shall be substantiated with appropriate accounting records (general ledgers, subsidiary ledgers, etc.) that are able to identify costs specific to the CDC camp program and will also include applicable administrative overhead.

6. **Allowable Costs**

Allowable costs for the Agreement shall be limited to those expenditures, which are actual costs, incurred for goods and services necessary for the operation of the CDC camps and crews at the time the costs are incurred. The maximum reimbursable amount per fiscal year to the LAC Fire Department is limited to the budgeted amount specified in the Agreement.

Governing payments made to the CDC:

1. **Invoicing and Payment**

A. For services satisfactorily rendered, and upon receipt and approval of CDC's invoices, the Contractor agrees to compensate the CDC for actual expenditures, and the associated administrative overhead, incurred at the request of the Contractor or as deemed necessary by the CDC.

B. Invoices shall include the Agreement number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Los Angeles County Fire Department
Financial Management Division
P. O. Box 910901
Commerce, CA 90091-0901

C. Payment to the CDC shall be made payable and sent to:

Sierra Conservation Camp
Attn: Accounting Office
P. O. Box 300
Jamestown, CA 95327-0330

2. **Budget Contingency Clause**

It is mutually agreed that if funding for the purposes of this program is reduced or deleted for any fiscal year in the County of Los Angeles Budget, the State or the Contractor shall have the option to either renegotiate or cancel this Agreement with no liability occurring to the State or to the Contractor.

3. **Prompt Payment Clause**

Payment shall be made on properly submitted, undisputed invoices within 45 days of receipt.

4. Administrative Overhead

Pursuant to the State Administrative Manual, Section 8752, the CDC shall recover the full cost of services provided including indirect or overhead costs when providing goods or services. For the purposes of this Agreement, the Administrative Overhead shall be charged at the rate established and agreed to by the CDC and the LAC Fire Department. The approved rate for Fiscal Year 2003/04 is 20.1 percent and is subject to change each fiscal year.

5. Actual Expenditures

Actual expenditures are incurred for both staff and inmates and will be substantiated with appropriate accounting records that are able to identify costs specific to each camp. Staff expenditures include but are not limited to overtime, staff benefits, and travel which inmate expenditures include inmate pay and meals accrued at the request of the LAC Fire Department and mutually agreed to by the CDC. Staff overtime shall be defined as the actual costs for emergency overtime only.

6. Allowable Costs

Allowable costs for this Agreement shall be limited to those expenditures incurred for goods and services necessary for the incident being responded to by the LAC Fire Department, CDC staff and inmates.

STATE OF CALIFORNIA
Department of Corrections

CONTRACTOR RATE SUMMARY

FIRE SUPPRESSION SERVICES

Agreement No. C03.051

The Contractor hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work and all Terms and Conditions, at the rates set forth by the Contractor in Exhibit B-2. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the Contractor.

Rates must be provided for all services listed in the Scope of Work and Exhibit B-2. Any and all Exhibit B-2 budgets shall remain in force for the stated term of this Agreement and shall include every item of expense.

STATE OF CALIFORNIA
Department of Corrections

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

Fiscal Year 03/04
(July 1, 2003 through June 30, 2004)

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	$7,873.09	$4,129.04	100%	12	$720,128.00
Fire Fighter Specialist	47.8	$6,657.00	$3,491.26	100%	12	$5,821,042.00
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						**$6,541,170.00**
B. ADMINISTRATIVE OVERHEAD (29.675%)						$1,941,092.00
TOTAL PROGRAM COSTS						**$8,482,262.00**
C. REDUCTION TO ALIGN CONTRACT WITH CDC BUDGET AUTHORITY						<$3,462,475.00>
TOTAL CDC BUDGET FOR FISCAL YEAR 03/04						**$5,019,787.00**
D. AUGMENTATION TO BUDGETARY AUTHORITY						$1,980,213.00
TOTAL CONTRACT BUDGET FOR FISCAL YEAR 03/04						**$7,000,000.00**

STATE OF CALIFORNIA
Department of Corrections

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

Fiscal Year 04/05
(July 1, 2004 through June 30, 2005)

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	$7,873.09	$4,129.04	100%	12	$720,128.00
Fire Fighter Specialist	47.8	$6,657.00	$3,491.26	100%	12	$5,821,042.00
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						**$6,541,170.00**
B. ADMINISTRATIVE OVERHEAD (29.675%)						$1,941,092.00
TOTAL PROGRAM COSTS						**$8,482,262.00**
C. REDUCTION TO ALIGN CONTRACT WITH CDC BUDGET AUTHORITY						<$3,462,475.00>
TOTAL CDC BUDGET FOR FISCAL YEAR 04/05						**$5,019,787.00**
D. AUGMENTATION TO BUDGETARY AUTHORITY						$1,980,213.00
TOTAL CONTRACT BUDGET FOR FISCAL YEAR 04/05						**$7,000,000.00**

STATE OF CALIFORNIA
Department of Corrections

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

Fiscal Year 05/06
(July 1, 2005 through June 30, 2006)

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	$7,873.09	$4,129.04	100%	12	$720,128.00
Fire Fighter Specialist	47.8	$6,657.00	$3,491.26	100%	12	$5,821,042.00
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						**$6,541,170.00**
B. ADMINISTRATIVE OVERHEAD (29.675%)						$1,941,092.00
TOTAL PROGRAM COSTS						**$8,482,262.00**
C. REDUCTION TO ALIGN CONTRACT WITH CDC BUDGET AUTHORITY						<$3,462,475.00>
TOTAL CDC BUDGET FOR FISCAL YEAR 05/06						**$5,019,787.00**
D. AUGMENTATION TO BUDGETARY AUTHORITY						$1,980,213.00
TOTAL CONTRACT BUDGET FOR FISCAL YEAR 05/06						**$7,000,000.00**

1. **Approval**

   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services.

2. **Amendment**

   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **Assignment**

   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **Audit**

   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896)

5. **Indemnification**

   a. The CDC shall defend, indemnify and hold harmless the County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County, and their officers, officials, and employees from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) arising from the negligent or reckless acts or willful misconduct of the CDC's officers, officials and employees in the course of carrying out their responsibilities connected with the Fire Suppression Camp Program under this Agreement.

   b. The County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County shall defend, indemnify and hold harmless the CDC and its officers, officials and employees from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) arising out of the County of Los Angeles' and/or the Consolidated Fire Protection District of Los Angeles County's negligent, or reckless acts or willful misconduct of their officers, officials, and employees in the course of carrying out their responsibilities connected with the Fire Suppression Camp Program under this Agreement.

Contract Disputes

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

The acceptance by Contractor of final payment shall release the California Department of Correction (CDC) from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDC and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDC employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between Contractor and contract liaison, or the designated CDC employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Contract Services (OCS) for inclusion in the Agreement file.

c. **Formal Appeal**

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Assistant Deputy Director, OCS, a formal written appeal within thirty (30) calendar days of the date of CDC's informal written decision. The formal written appeal shall be addressed as follows:

Assistant Deputy Director
Office of Contract Services
California Department of Corrections
P.O. Box 942883
Sacramento, California 94283-0001

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDC is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Assistant Deputy Director, OCS, shall issue a formal written decision on behalf of CDC within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDC's final written decision may be extended.

d. **Further Resolution**

If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Assistant Deputy Director, OCS, after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

e. **Contract Disputes with Public Entities**

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDC, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

6. **Right to Terminate**

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice sixty (60) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

However, the State may terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. The State will be relieved of any prospective payments for future services not yet rendered should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

7. **Independent Contractor**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **Recycling Certification**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code Section 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

9. **Non-Discrimination Clause**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors

shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. **Certification Clauses**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. **Timeliness**

Time is of the essence in this Agreement

12. **Compensation**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. **Governing Law**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **Child Support Compliance Act**

"For any Agreement in excess of $100,000, the Contractor acknowledges in accordance with, that:

a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

16. **Union Activities**

For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this Agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

a. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public work contract.

c. No State funds received under this Agreement will be used to assist, promote or deter union organizing.

d. Contractor will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

e. If the Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

17. **Minimum Wage**

In accordance with Section 1182.11 of the California Labor Code, Contractor agrees to pay its employees wages not less than current California minimum wage.

18. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding

the collection, maintenance, and disclosure of personal and confidential information about individuals.

19. **Liability for Loss and Damages**

Any damages by the Contractor as agreed to by both the Contractor and the State to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

20. **Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

21. **Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants.

22. **Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDC, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDC for any additional expenses incurred to cure such defects.

23. **Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections, Office of Contract Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

24. **Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

25. **Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

26. **Extension of Term**

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

27. **Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

a. Ex-Offenders on active parole or probation;

b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

c. Any ex-felon in a position, which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:

a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and

b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

28. **Forced, Convict, and Indentured Labor**

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement.

29. **Excise Tax**

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

30. **Licenses and Permits**

The Contractor shall be an individual or firm licensed to do business in California and shall

obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CDC with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

31. **Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees
Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDC or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1) The Agreement service has been identified by the CDC as one where there is a greater likelihood that a conflict of interest may occur;
2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDC and in that capacity participates in making a governmental decision <u>or</u> performs the same or substantially all the same duties for the CDC that would otherwise be performed by an individual holding a position specified in the CDC's Conflict of Interest Code.

b. Current State Employees

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
3) In addition to the above, CDC officials and employees shall also avoid actions resulting in or creating an appearance of:
    a) Using an official position for private gain;
    b) Giving preferential treatment to any particular person;
    c) Losing independence or impartiality;
    d) Making a decision outside of official channels; and

e) Affecting adversely the confidence of the public or local officials in the integrity of the program.

4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the state.

c. **Former State Employees**

1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDC. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDC. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

32. **Disclosure**

Neither the State nor any State employee, or County nor any County employee, will be liable to the Contractor and Contractor employees, the State, or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee who indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

33. **Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

34. **Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

35. **Bloodborne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

36. **Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDC institution, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDC. Regular basis is defined as having contact with inmates in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDC, at no cost to CDC, a form CDC 7336, "Employee Initial/Annual Tuberculosis (TB) Skin Test," and form CDC 7354, "Infectious Free Staff Certification," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The CDC will provide form CDC7336 and CDC 7354 upon Contractor's request.

37. **Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates**

Individuals who are not employees of the California Department of Corrections (CDC), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised in the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

a. Persons who are not employed by CDC, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDC institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

b. CDC does not recognize hostages for bargaining purposes. CDC has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058: CCR, Title 15, Section 3304

c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054, and 5058; CCR, Title 15, Sections 3173 and 3177 AND 3288

d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause by the CDC Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDC institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

f. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDC institutions/facilities or camp premises. It is illegal to give prison inmates firearms,

explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates

SOURCE: PC Sections 2540, 2541, and 4570; CCR, Title 15, Section 3010, 3399, 3401, 3424 and 3425

h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

38. **Clothing Restrictions**

While on camp grounds, the Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the camps. Specifically, orange cotton pants and/or shirts shall not be worn onto camp grounds, as this is inmate attire.

39. **Security Regulations**

a. All visitors entering or exiting the conservation camp are to sign in and out in the visitors log located at the main desk of the camp.

b. All persons are required to possess and display upon request from the CDC staff, a pictured state or county identification card, valid driver's license, or pictured military identification card.

c. All persons coming onto the grounds of a conservation camp are subject to search. This includes, but is not limited to, staff, contractors, subcontractors, and visitors (California Department of Corrections Departmental Operations Manual (DOM) 52050.16). There will be no unclothed body searches at any camp by the CDC staff. If reasonable cause justifies this type of search, the local county Sheriff's office will be contacted to conduct the search. Detaining individuals will be authorized by the camp commander based on the seriousness of the offense.

d. All visitors with vehicles entering camps are required to stop at the CDC office for vehicle inspection. All vehicles left overnight will be searched by CDC staff. The license, color, make and model of the vehicle will be logged in the camp vehicle log and an overnight vehicle checklist will be completed.

e. All electronic devices such as pagers, cell phones, and cameras/recording devices must be identified to the CDC duty officer upon arrival at the camp. Unless these items are state or county issued, or approved by the camp commander, they are not allowed on camp property.

f. No weaponry of any kind is allowed into the conservation camp where inmates are located except for emergency use as authorized by the camp commander.

g. No alcoholic beverages or drugs are allowed on camp property. Persons requiring prescription medication must identify the type and amount of medication to the on-duty CDC officer. Visitors may be required to leave prescription medication with the CDC duty officer while on camp property.

h. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

i. All other CDC security regulations as identified in the DOM, the California Code of Regulations, Title 15, Crime Prevention and Corrections, the California Penal Code, and all other laws and regulation that apply to the CDC, are applicable to the camps.

40. **Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDC of the incident(s), to cause an investigation to be conducted, and to provide CDC with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDC that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDC, CDC may require that any implicated Contractor staff be denied access to and the supervision of CDC inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDC retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDC to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

41. **Hiring Considerations**

If this Agreement is in excess of $200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 et seq.

Public Contract Code 10353 A contract in an amount in excess of two hundred thousand dollars ($200,000) that is governed by the provisions of this part shall contain a provision requiring the contractor to give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Chapter 2 (commending with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

(a) Interfere with or create a violation of the terms of valid collective bargaining agreements
(b) Require the contractor to hire an unqualified recipient of aid.
(c) Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
(d) Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code.

If waivers are deemed necessary to implement this section and Article 3.9 (commencing with Section 11349) of Chapter 2 of part 3 of Division 9 of the Welfare and Institutions Code, and if the State Department of Social Services has not obtained these waivers from the federal government by March 1, 1985, the department shall report on the barriers to the waivers and expected date of waiver approval.

This section is not applicable to consulting services contracts.

42. **Insurance Requirements**

Self-insured public entities MUST provide proof of self-insurance.