County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

December 20, 2005

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

Dear Supervisors:

APPROVE A CONTRACT WITH THE HARRIET BUHAI CENTER FOR FAMILY LAW TO PROVIDE LEGAL EDUCATION AND ASSISTANCE SERVICES FOR FEMALE INMATES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the County of Los Angeles to sign the attached agreement with the Harriet Buhai Center for Family Law, to be effective January 16, 2006. The term of this agreement shall be for one (1) year, plus four (4) one-year options, plus a month-to-month extension option in any increment not to exceed six (6) months, if required to best serve the County's interest. The agreement shall have an approximate annual expenditure of $100,000 for the term of the agreement.

2. Authorize the Sheriff, or his designee, to execute all change orders, extensions, and amendments as specified in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to continue to provide legal educational services to female inmates using a vendor who has experience teaching family law and domestic violence prevention.

The Harriet Buhai Center will provide recurring legal education and assistance training classes to female inmates housed primarily at the Twin Towers Correctional Facility (TTCF). The curriculum is structured to ensure that female inmates are provided with comprehensive legal information so they understand their rights and responsibilities, and can make informed choices about their families and their lives.

Implementation Of Strategic Plan Goals

The services provided support the County's Strategic Goal 1, Service Excellence. Specifically, the contract will allow the Harriet Buhai Center to provide legal education and assistance training for female inmates.

FISCAL IMPACT/FINANCING

This contract is fully financed by the Inmate Welfare Fund.

The amount of this contract is estimated not to exceed $100,000 for each twelve (12) month period effective January 16, 2006. The total sum of the contract, including the six-month option period, is estimated not to exceed $550,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On average, the Los Angeles County Sheriff's Department (Department) houses 2,000 female inmates on a daily basis at TTCF. Approximately 31,600 female inmates are cycled through the correctional system on an annual basis. During incarceration, educational classes, alcohol and drug prevention programs, life skills programs and other services are offered to provide female inmates an opportunity to rehabilitate and improve their quality of life.

This training program has been tested in the Department under a previous purchase order and has proven highly successful in delivering legal education and assistance to female inmates. The Harriet Buhai curriculum provides the female inmate population with training classes, which focus on family counseling, in-custody childrens' visitation rights, improving parent/child relationships, dissolution of marriage, curtailing domestic violence, reducing poverty among children, and transitioning back to the community upon release from custody.

It is the goal of the Department that inmates attending such classes will develop greater self-esteem, improve understanding of their legal rights and responsibilities, gain knowledge on how to maintain and foster relationships with their children, learn how to better protect themselves from domestic violence, and other valuable life skills.

This agreement is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, and has been approved as to form by County Counsel.

CONTRACTING PROCESS

On January 20, 2005, the Department posted a Request for Letters of Interest, and received expressions of interest from four vendors. On September 9, 2005, the Department issued a Request for Proposals (RFP). The solicitation was posted on the Los Angeles County and Sheriff's Department's Websites. The Harriet Buhai Center was the sole respondent to the solicitation.

The Harriet Buhai Center has provided this service to the Department under a purchase order executed by the Internal Services Department. The Harriet Buhai Center's response to our RFP satisfactorily demonstrated their capability to provide the resources necessary to successfully implement the program.

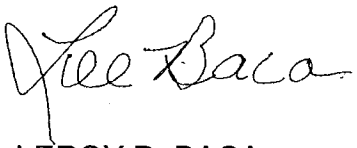
IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval and execution of the contract by your Board, please return an adopted copy of this action, and two originally executed copies of the agreement to the Sheriff's Department's Contracts Unit, for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

LEGAL EDUCATION AND ASSISTANCE SERVICES FOR FEMALE INMATES

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HARRIET BUHAI CENTER FOR FAMILY LAW

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT
FOR
LEGAL EDUCATION AND ASSISTANCE SERVICES FOR FEMALE INMATES

Table of Contents

RECITALS 1

1.0 AGREEMENT AND INTERPRETATION 1
1.1 Agreement 1
1.2 Interpretation 1
1.3 Additional Terms and Conditions 2
1.4 Construction 2
2.0 DEFINITIONS 2
3.0 ADMINISTRATION OF AGREEMENT – COUNTY. 4
3.1 County Project Director. 4
3.2 County Project Manager. 5
3.3 Consolidation of Duties 6
3.4 County Personnel 6
4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR. 6
4.1 Contractor Project Director. 6
4.2 Contractor Project Manager. 6
4.3 Approval of Contractor Staff. 7
4.4 Project Status Reports by Contractor 8
5.0 WORK; APPROVAL AND ACCEPTANCE. 8
5.1 General 8
6.0 CHANGE ORDERS AND AMENDMENTS 8
6.1 General 9
6.2 Audit of Change Order Work 9
7.0 TERM 9
8.0 PRICES AND FEES. 10
9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS 11
10.0 INVOICES AND PAYMENTS. 11
11.0 LIQUIDATED DAMAGES 13
12.0 NOTICES 14
13.0 ARM'S LENGTH NEGOTIATIONS 15
14.0 SURVIVAL 15

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT FOR LEGAL EDUCATION AND ASSISTANCE SERVICES FOR FEMALE INMATES

Table of Contents

EXHIBITS

EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
EXHIBIT B – STATEMENT OF WORK
EXHIBIT C – PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT D – CONTRACTOR'S BID SHEET
EXHIBIT E – CONTRACTOR'S EEO CERTIFICATION
EXHIBIT F – CHARITABLE CONTRIBUTIONS CERTIFICATION
EXHIBIT G1 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT G2 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT H – ENTRY APPLICATION FOR CUSTODY FACILITIES

RECITALS

THIS AGREEMENT is entered into as of the Effective Date, by and between the County of Los Angeles ("County") and Harriet Buhai Center for Family Law, a Non-Profit organized under the laws of California, located at 3250 Wilshire Boulevard, Suite 710, Los Angeles, California, 90010 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department desires to enter into an Agreement with a qualified vendor to provide Legal Education and Assistance Services for Female Inmates;

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence, and sufficient staffing to provide such Legal Education and Assistance Services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with *Exhibits A through H*, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

1.2.3 Exhibit C – Performance Requirements Summary

1.2.4 Exhibit D – Contractor's Bid Sheet

1.2.5 Exhibit E – Contractor's EEO Certification

1.2.6 Exhibit F – Charitable Contributions Certification

1.2.7 Exhibit G1 – Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit G2 – Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.8 Exhibit H – Entry Application for Custody Facilities

1.3 Additional Terms and Conditions. Without limiting the generality of *Paragraph 1.1, Agreement*, attached hereto as *Exhibit A, Additional Terms and Conditions*, and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in *Paragraph 1.1, Agreement*.

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County-observed holidays.

2.4 "Change Order" has the meaning set forth in *Section 6.0, Change Orders and Amendments*

2.5 "Contractor Key Personnel" has the meaning set forth in *Subparagraph 4.3.2*.

2.6 "Contractor Project Director" has the meaning set forth in *Paragraph 4.1 Contractor Project Director*.

2.7 "Contractor Project Manager" has the meaning set forth in *Paragraph 4.2, Contractor Project Manager*.

2.8 "County" has the meaning set forth in the Recitals.

2.9 "County Counsel" means County's Office of the County Counsel.

2.10 "County Indemnitees" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Paragraph 13.1, Indemnification*.

2.11 "County Project Director" has the meaning set forth in *Paragraph 3.1, County Project Director*.

2.12 "County Project Manager" has the meaning set forth in *Paragraph 3.2, County Project Manager*.

2.13 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a deliverable in the Statement of Work or any approved Change Order or amendment.

2.14 "Department" has the meaning set forth in the Recitals.

2.15 "Dispute Resolution Procedure" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 2.0, Dispute Resolution Procedure*.

2.16 "Effective Date" means the contract start date of January 16, 2006.

2.17 "Infringement Claims" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 14.0, Intellectual Property Indemnification*.

2.18 "Initial Term" has the meaning set forth in *Section 7.0, Term*.

2.19 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in *Paragraph 10.4, Invoice Discrepancy Report*.

2.20 "Jury Service Program" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 33.0, Compliance with Jury Service Program*.

2.21 "Maximum Contract Sum" has the meaning set forth in *Section 8.0, Prices and Fees*.

2.22 "Option Term" has the meaning set forth in *Section 7.0, Term*.

2.23 "Perishable Instructional Materials" has the meaning set forth in *Section 8.0, Prices and Fees*.

2.23 "Pre-approved Subcontractor" has the meaning set forth in *Exhibit A, Additional Terms and Conditions, Section 1.0, Subcontracting*.

2.24 "Project Status Reports" has the meaning set forth in *Paragraph 4.4, Project Status Reports by Contractor*.

2.25 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.26 "Statement of Work" or "SOW" means the Statement of Work, attached as *Exhibit B, Statement of Work* to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.29 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.30 "Term" has the meaning set forth in *Section 7.0, Term*.

2.31 "Work" means any and all Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and Amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

3.1.1 "County Project Director" for this Agreement shall be the following person:

Karen S. Dalton, Director
Los Angeles County Sheriff
Inmate Services Unit
450 South Bauchet Street
Los Angeles, California 90012
Phone: (213) 893-5882
Fax: (323) 415-6576
E-Mail: ksdalton@lasd.org

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in *Section 6.0, Change Orders and Amendments* of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Robert K. Hudson, Lieutenant
Los Angeles County Sheriff
Inmate Services Unit
450 South Bauchet Street
Los Angeles, California 90012
Phone: (213) 893-5111
Fax: (323) 415-3806
E-Mail: rkhudson@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice of information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to *Subparagraph 3.2.2*.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.

3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in *Paragraph 3.1 County Project Director*, and the duties of County Project Manager, which duties are enumerated in *Paragraph 3.2, County Project Manager* into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this *Paragraph 3.3*.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Betty L. Nordwind, Executive Director
3250 Wilshire Boulevard, Suite 710
Los Angeles, California 90010
Phone: (213) 388-7505, Extension 304
FAX: (213) 388-7503
Email: bln@hbcfl.org

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager.

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

A. Wright
3250 Wilshire Boulevard, Suite 710
Los Angeles, California 90010
Phone: (213) 388-7505, Extension 304
FAX: (213) 388-7503
Email: bln@hbcfl.org

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in *Paragraph 4.4, Project Status Reports.*

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in *Subparagraphs 4.1.1 and 4.2.1*. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 Contractor shall endeavor to assure continuity during the Term of this Agreement, of Contractor personnel performing key functions under this Agreement, including legal and professional staff collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, collectively "Contractor Key Personnel". Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff or Contractor Key Personnel.

4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel or Technical Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall

work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel or Contract Technical Staff with individuals having qualifications at least equivalent to those of Contractor Key Personnel and Technical Staff being replaced.

4.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and each County Project Manager with written reports ("Project Status Reports") which contain the information required in *Paragraphs 2.7 and 2.8,* of the *Statement of Work*, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5.0 WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor acknowledges that, subject to this *Section 5.0, Work; Approval and Acceptance*, all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a monthly basis in accordance with the terms and conditions of this Agreement, including this *Section 5.0, Work; Approval and Acceptance*, *Section 8.0, Prices and Fees*, and *Section 10.0, Invoices and Payments*.

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this *Section 6.0, Change Orders and Amendments*.

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by County Project Director, with the concurrence of County Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or *Exhibit A, Additional Terms and Conditions*, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with *Section 42.0, Records and Audits* of *Exhibit A, Additional Terms and Conditions*, Contractor's compliance with *Section 6.0, Change Orders and Amendments* in respect of Work performed pursuant to a Change Order.

7.0 TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to four (4) additional one (1) year periods, and thereafter for a maximum of six (6) month-to-month periods in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this *Section 7.0, Term*.

8.0 PRICES AND FEES

8.1 Maximum Contract Sum

The Maximum Contract Sum for this Agreement is **$550,000** which is the maximum amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Rate Per Session

The Rate Per Session under this Agreement shall be the monetary amount payable by County to Contractor for each session of classroom instruction provided to County and as required under this Agreement for the Term. The Rate Per Session for this Agreement hereunder shall in no event, expressly or by implication, and regardless of class size, exceed **$494** (FOUR HUNDRED NINETY-FOUR DOLLARS) except as provided for under *Subparagraph 8.2.1*.

8.2.1 Cost of Living Adjustments (COLAs)

The Agreement Rate Per Session and Rate Per Session for billable cancelled sessions published in *Paragraph 8.2* may be adjusted annually based on the lesser of the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the agreement anniversary date, which shall be the effective date for any cost of living adjustment, or the general salary movement percentage granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employees' salaries, no cost of living adjustments will be granted. COLAs shall implemented by Amendment to the Agreement executed by the Sheriff pursuant to *Section 6.0, (Change Orders and Amendments)*.

8.3 Perishable Instructional Materials

County shall reimburse Contractor for the cost of all Perishable Instructional Materials (as defined below) up to a maximum amount of **$6** (SIX DOLLARS) per session, regardless of class size. The cost for Perishable Instructional Supplies is not subject to COLA.

Perishable Instructional Materials are defined as student handouts, instructional aides, paper, document reproduction, markers, pens, pencils and related perishable supplies used to perform Work as a result of this Agreement. Perishable Instructional Materials do not include non-perishable items such computers, projectors, video, audio or other equipment, equipment costs, equipment rental, and equipment depreciation. Contractor assumes all liability for equipment purchases and/or equipment rental.

The cost of all Perishable Instructional Materials must be reviewed and approved by the Sheriff's Project Manager *prior* to disbursement to inmates. Charges for approved teaching materials shall be itemized on each monthly invoice when appropriate *(Section 10.0, Invoices and Payments)*.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to *Exhibit A, Additional Terms and Conditions, Section 6.0, Termination for Convenience*. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Project Director shall be responsible for a detailed evaluation of Contractor's performance before approval of Work and/or authorization of payment of invoices. All invoices shall be mailed to the following addresses:

Original: Los Angeles County Sheriff's Department
Inmate Services Unit
450 South Bauchet Street, 8th Floor
Los Angeles, California 90012
Attention: Karen Dalton, Director

Copy to: Los Angeles County Sheriff's Department
Accounts Payable
4700 Ramona Boulevard, Room 316
Monterey Park, California 91754

10.2 Invoice Content

Payment for all work shall be subject to the Rate Per Session specified above in *Paragraph 8.2*, less any amounts assessed in accordance with *Agreement, Section 11.0, Liquidated Damages*. County shall not pay Contractor for any costs which exceed the Rate Per Session specified above in *Paragraph 8.2* except as provided for in *Subparagraph 10.2.2* below.

10.2.1 Invoice shall include a brief description of the session topics (Deliverables) and the period of performance for which payment is claimed. The period of performance specified in Contractor's invoice must coincide with the prior month billable period (most recent Curriculum Vitae). Each invoice submitted by Contractor shall reference:

- Contractor's Agreement number;
- Period of performance of work being invoiced;
- Number of sessions, session dates, and session hours completed; (attach Curriculum)
- Number of students having completed each session;
- Name(s) of person(s) who conducted the sessions;

10.2.2 Perishable Classroom Supplies. The invoice must also separately list:

- The itemized pricing for any and all perishable classroom supplies (non-inclusive of equipment costs, equipment rental, and equipment depreciation) used to perform Work as a result of this Agreement.

10.2.3 Include the total amount of the invoice.

10.3 No Out-of-Pocket Expenses

County shall not pay Contractor for any overtime premiums, holidays, vacation, or sick leave. Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor shall invoice County on a monthly basis only for the classes conducted and not later than thirty (30) days after the completion of the prior

month billable period. County shall be under no obligation to remit payment for late, lost, or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County-approved Work.

11.0 LIQUIDATED DAMAGES

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

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, or as specified in *Exhibit C, Performance Requirements Summary (PRS) Chart*, and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

11.2.3 Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by County.

11.3 The action noted in *Paragraph 11.2* shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 *Paragraph 11.2* shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or *Paragraph 11.2*, and shall not in any manner restrict or limit the County's right to terminate the Agreement as agreed to herein.

12.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1)

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention:
Facsimile: (323) 267-6687

To Contractor: Harriet Buhai Center for Family Law
Attention: Betty L. Nordwind, Executive Director
Facsimile: (213) 388-7503

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 SURVIVAL

The following *Paragraphs* of this Agreement shall survive its expiration or termination for any reason: *1, 2, 8, 10, 11, 12, 13*, and all the terms and conditions set forth in *Exhibit A, Additional Terms and Conditions*.

[Intentionally Left Blank]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
HARRIET BUHAI CENTER FOR FAMILY LAW

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective January 16, 2006.

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

Harriet Buhai Center for Family Law
CONTRACTOR

Signed: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel