



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



LEROY D. BACA, SHERIFF

November 12, 2008

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

Dear Supervisors:

**APPROVE AND AUTHORIZE THE SHERIFF TO EXECUTE AN AGREEMENT WITH
BUSINESS EXECUTIVES FOR NATIONAL SECURITY TO PROVIDE REGION I
HOMELAND SECURITY ADVISORY COUNCIL CONSULTANT SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) requests authority to enter into an Agreement with Business Executives for National Security (BENS) to provide grant-funded consulting services to the Region I Homeland Security Advisory Council (HSAC).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Sheriff to act as agent for the County to execute an Agreement that is substantially similar to the attached sample agreement with BENS to provide consultant services to HSAC for a term of one (1) year, commencing upon execution by the Sheriff, at a cost of \$350,000, with four (4) optional one-year extensions, which shall be contingent upon receipt of grant funding, and shall have an annual cost not-to-exceed the amount of grant funding received in each successive year. The Agreement is 100 percent subvented by a grant from the United States Department of Homeland Security, Office of Grants and Training.
2. Authorize the Sheriff or his designee, with concurrence of County Counsel, to execute all extensions, change orders, and amendments as specified in the Agreement, if it is in the best interest of the County and sufficient funding is available.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to permit BENS to resume the services it has provided under Agreement Number 29201, which was executed by the Sheriff as agent for the County on January 17, 2006, with delegated authority granted by your Board on January 17, 2006, and which expired on December 22, 2007.

The County has been awarded a grant from the United States Department of Homeland Security Office of Grants and Training. The grantor approved \$350,000 for HSAC consultant services.

HSAC is an advisory board for both the Sheriffs of Los Angeles and Orange Counties. HSAC assists in the mobilization of the Los Angeles region business community in responding to catastrophic events.

The consultant will provide administrative and operational coordination of HSAC functions in support of HSAC committees and initiatives.

Implementation of Strategic Plan Goals

The proposed action will implement Strategic Plan, Goal 1, Service Excellence, because it will further the Department's ability to assist in the prevention, preparation, and response to any catastrophic event through the contributions of the business communities, which in turn will improve our ability to respond to any emergency, including terrorism.

FISCAL IMPACT/FINANCING

The amount for the services provided through this Agreement is \$350,000 for the first year with four one-year options. Extension of the Agreement for each option year will be contingent upon receipt of funding by the Department of Homeland Security, Office of Grants and Training. The contract cost of each extension period will be limited to the amount of grant funding received in each subsequent year, and the cost shall not exceed that amount. There is no cost-share or matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Agreement, BENS will provide a consultant and support staff to provide administrative services for the further development and expansion of HSAC, including the recruitment of local businesses, coordination between HSAC and the Los Angeles County and Orange County Sheriff's Departments, and the coordination of activities and initiatives with other similar local, regional, and national organizations.

The consulting Agreement is modeled on the form consultant agreement used under the delegated authority granted to the Chief Executive Office, with modifications that provide for mutual indemnification, which allows BENS to share non-confidential information and records generated as a result of the agreement with other similar government and public-private organizations with which BENS is involved. Los Angeles County will also benefit from the experience and documentation generated from BENS' interaction with other government agencies.

The Agreement is substantially similar to Agreement Number 29201, with the exception that this Agreement will provide the flexibility to extend the program for up to four additional years contingent upon receipt of grant funding. In the event that grant funding for this program increases or decreases in future years, the Agreement will authorize the Sheriff, with the concurrence of County Counsel, to negotiate with BENS to increase or decrease the scope or amount of services and resources provided, as well as the budget for each item commensurate with the change in grant funding.

The Agreement is in compliance with all Board, Chief Executive Office, and County Counsel requirements and has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

The prior consulting Agreement was procured on a sole-source basis based upon BENS' unique qualifications and special expertise to provide a consultant for the specific services required. On January 22, 2008, we notified your offices that we would commence sole-source negotiations with BENS for the current Agreement. BENS is a non-profit corporation established in 1982 to assist in enhancing national security. It has nationwide experience in establishing public-private partnerships to counter and to respond to national security threats. In particular, BENS specializes in coordinating the resources and expertise of private businesses with the needs of governmental agencies responsible for public safety.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The continuation of consultant services for HSAC will ensure that the County's business communities are educated and prepared to respond to and assist Los Angeles County in the event of a catastrophic event.

The Honorable Board of Supervisors
November 12, 2008
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CONCLUSION

Upon approval by your Board, please return an adopted copy of this Board letter to the Department's Contracts Unit, for further processing.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in black ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

DRAFT

CONTRACT NO.

- WEBVEN No. 13185501

COUNTY OF LOS ANGELES



AGREEMENT FOR HOMELAND SECURITY ADVISORY COUNCIL CONSULTANT

BETWEEN

THE COUNTY OF LOS ANGELES
AND
Business Executives for National Security

**AGREEMENT FOR
HOMELAND SECURITY ADVISORY COUNCIL CONSULTANT**

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**AGREEMENT FOR
HOMELAND SECURITY ADVISORY COUNCIL CONSULTANT**

RECITALS

This AGREEMENT is entered into as of the Effective Date, by and between the County of Los Angeles (hereinafter "COUNTY") and Business Executives for National Security, a non-profit corporation (hereinafter "CONSULTANT"), to provide COUNTY with consulting services.

WHEREAS, CONSULTANT desires to provide, and COUNTY desires to acquire from CONSULTANT, services as a consultant to the Region I Homeland Security Advisory Council;

WHEREAS, CONSULTANT is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONSULTANT shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONSULTANT's profession acting under similar circumstances; and

WHEREAS, the Board of Supervisors has authorized the Sheriff to enter into this Agreement for such specialized consultant services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, COUNTY and CONSULTANT agree as follows:

I. APPLICABLE DOCUMENTS

- A. Attachments A, B, C, D, E, F, and G as set forth below are attached to and form a part of this Agreement.

Attachment A ***Projected Costs and Service Fees***

Attachment B ***Consultant Employee Acknowledgment and Confidentiality Agreement***

Attachment C ***Invitation for Bid/Request for Proposal Grounds for Rejection***

Attachment D ***Safely Surrendered Baby Law Fact Sheet***

Attachment E ***Charitable Contributions Certification***

Attachment F ***Statement of Work***

Attachment G Jury Service Ordinance

- B. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the case of any conflict between this Agreement and the provisions of any Attachment, the provisions of the Agreement shall control.

II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on the Effective Date, and shall continue for 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 CONSULTANT 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 (each an "Option Term"). Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.
- B. The Sheriff may exercise each Option Term, if and only if the COUNTY has been awarded grant funding in an amount sufficient to pay one hundred percent (100%) of the cost of CONSULTANT services for the applicable Option Term. For purposes of determining the cost of CONSULTANT services for the applicable Option Term, the Sheriff and CONSULTANT may amend the Agreement as provided in Section VI, Paragraph D (Changes and Amendment of Terms) to reflect the amount of grant funding awarded for the applicable Option Term. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- C. CONSULTANT shall notify the County Contract Manager in writing at the address provided herein when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this *Section II (Term)*.
- D. This *Section II* shall be subject to COUNTY's right to terminate earlier for, among other things, convenience, non-appropriation of funds, default of CONSULTANT, substandard performance of CONSULTANT, non-responsibility of CONSULTANT, improper consideration given/offered to COUNTY with respect to the award of this Agreement, and breach of

warranty to maintain compliance with COUNTY's Child Support Compliance Program.

III. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. **Agreement:** The agreement executed between COUNTY and CONSULTANT. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment F.
- B. **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles.
- C. **Consultant:** The sole proprietor, partnership, or corporation which has entered into a contract with COUNTY to perform or execute the work covered by this Agreement.
- D. **Consultant Contract Manager:** Consultant Contract Manager shall be the following person, who shall be a full-time employee of CONSULTANT:

Lauren Armistead
Business Executives for National
Security
300 South Grand Avenue, Suite 2665
Los Angeles, California 90071

Consultant Contract Manager shall be responsible for CONSULTANT's performance of all of the Work and ensuring CONSULTANT's compliance with this Agreement.

From the Effective Date through the expiration of the Term, Consultant Contract Manager shall be available to meet and confer with the County Contract Manager as required by County Contract Manager in County Contract Manager's discretion, to review project progress and discuss project coordination

- E. **County Contract Manager:** The COUNTY person who will monitor and evaluate CONSULTANT's performance in the daily operation of the Agreement and provide direction to CONSULTANT in the areas relating to policy, procedures and other matters within the purview of this Agreement. All work performed under this Agreement shall be subject to the approval

of the County Contract Manager or designee. The County Contract Manager for this Agreement shall be Commander Michael Grossman, or his/her designee.

Commander Michael Grossman
Los Angeles County Sheriff's Department
4700 Ramona Blvd, 4th Floor
Monterey Park, California 91754

- F. **Department:** The Los Angeles County Sheriff's Department.
- G. **Effective Date:** The date the Agreement is executed by the Sheriff.
- H. **Fiscal Year:** COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.
- I. **Sheriff:** The elected official that is the Sheriff of the County of Los Angeles.

IV. **MAXIMUM AMOUNT AND CONSULTANT PAYMENT**

- A. The Maximum Amount of this Agreement for the Initial Term shall be \$350,000.
- B. The Maximum Amount of this Agreement for each Option Term shall be equal to the amount of grant funding received by COUNTY for the purpose of funding consultant services consistent with Attachment F, Statement of Work.
- C. CONSULTANT shall maintain a system of record keeping that will allow CONSULTANT to determine when it has incurred seventy-five percent (75%) of the total amount authorized for the Initial Term and for each Option Term under this Agreement. Upon occurrence of these events, CONSULTANT shall send written notification to the County Contract Manager.
- D. Payment to CONSULTANT shall be made monthly and in arrears at the rates specified in Agreement Attachment A, **Projected Costs and Service Fees**, provided that CONSULTANT is not in default under any provision of this Agreement and has submitted a complete and accurate invoice. CONSULTANT's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of CONSULTANT.

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- E. CONSULTANT shall submit to the County Contract Manager its invoices by the 15th date of the month following the month of services rendered.
 - F. CONSULTANT shall invoice COUNTY only for providing the tasks, deliverables, services, and other work specified in Attachment F, Statement of Work, and elsewhere hereunder. CONSULTANT's invoices shall be priced in accordance with Attachment A, Projected Costs and Fees.
 - G. The County Contract Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of CONSULTANT's billing. COUNTY will make a reasonable effort to effect payment within thirty (30) days following receipt of an invoice which is accurate as to form and content.

V. STATEMENT OF WORK/DELIVERABLES

Pursuant to the provisions of this Agreement, CONSULTANT shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth herein and as further specified in Attachment F, Statement of Work. The tasks, deliverables, services, and other work for each Option Term shall be subject to negotiation, and amendment or change order, pursuant to Section VI, Paragraph D (Changes and Amendments of Terms) to adjust the tasks, deliverables, services, and other work commensurate to changes in the maximum contract sum for each Option Term.

VI. FURTHER TERMS AND CONDITIONS

A. APPROVAL OF WORK

All tasks, deliverables, services or other work performed by CONSULTANT are subject to the written approval of the County Contract Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

B. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONSULTANT hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e(1) through 2000e(17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Agreement or under any project, program, or activity supported by this Agreement.

C. AUTHORIZATION WARRANTY

CONSULTANT represents and warrants that the signatory to this Agreement is fully authorized to obligate CONSULTANT hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

D. CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change, through negotiation, any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Manager and Consultant Contract Manager.
2. For any revision which materially affects the scope of work, price, or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by CONSULTANT and the Sheriff or his designee.
3. For any change affecting CONSULTANT's project personnel, CONSULTANT shall submit written notification and request to effect the change to the County Contract Manager; the County Contract Manager or designee may accept or reject CONSULTANT's written notification and request.

E. COMPLIANCE WITH LAWS

Consultant agrees to comply with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included herein are hereby incorporated by this reference.

CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to

any failure by CONSULTANT, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONSULTANT's indemnification obligations under this section shall be conducted by CONSULTANT and performed by counsel selected by CONSULTANT and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONSULTANT fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONSULTANT for all such costs and expenses incurred by COUNTY in doing so. CONSULTANT shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

F. CONFIDENTIALITY

1. CONSULTANT shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
2. CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONSULTANT, its officers, employees, agents, or subcontractors, to comply with this Section, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONSULTANT's indemnification obligations under this Section shall be conducted by CONSULTANT and performed by counsel selected by CONSULTANT and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONSULTANT fails to provide COUNTY with a full and adequate defense, as determined by COUNTY, in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement

from CONSULTANT for all such costs and expenses incurred by COUNTY in doing so. CONSULTANT shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

3. CONSULTANT shall inform all of its officers, employees, agents and subconsultants/subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
4. CONSULTANT shall require each employee performing services covered by this Agreement to sign and adhere to the attached *Consultant Employee Acknowledgment and Confidentiality Agreement* (Attachment B). The Agreement shall be filed in CONSULTANT's personnel records for the employee, and CONSULTANT shall provide a copy to COUNTY upon request.

G. CONFLICT OF INTEREST

1. CONSULTANT represents and warrants that no County employee whose position in COUNTY enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONSULTANT herein or does or shall have any direct or indirect financial interest in this Agreement.
2. CONSULTANT represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited,"* and that execution of the Agreement will not violate those provisions. CONSULTANT must sign and adhere to the "Invitation for Bid/Request for Proposal Grounds for Rejection," Attachment C, hereunder.
3. CONSULTANT shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONSULTANT warrants that it is not now aware of any facts that create a conflict of interest. If CONSULTANT hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Agreement.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

I. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should CONSULTANT require additional or replacement personnel after the Effective Date of this Agreement, CONSULTANT shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONSULTANT's minimum qualifications for the open position. For this purpose, consideration shall mean that CONSULTANT will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONSULTANT.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

J. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONSULTANT acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONSULTANT understands that it is the COUNTY's policy to encourage all COUNTY CONSULTANTS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONSULTANT's place of business within the State of California. CONSULTANT will also encourage its Subcontractors/Subconsultants, if any, to post this poster in a prominent position in the Subcontractor's/Subconsultant's place of business within the State of California. The County's Department of Children and Family Services will supply CONSULTANT with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

K. CONSULTANT PERSONNEL

CONSULTANT shall provide qualified personnel to perform work and provide deliverables as indicated in the Agreement. CONSULTANT will ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California. CONSULTANT may replace staff subject to County Project Manager's approval as required in Paragraph D3, and provided that any replacement staff meet the qualifications stated in Attachment F, Statement of Work and the qualifications stated in this Agreement,

L. CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONSULTANT's duty under this Agreement to comply with all applicable provisions of law, CONSULTANT warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT RESPONSIBILITY AND DEBARMENT

1. A responsible CONSULTANT is a CONSULTANT who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible CONSULTANTS.
2. CONSULTANT is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONSULTANT on this or other contracts which indicates that the CONSULTANT is not responsible, COUNTY may, in addition to other remedies provided

in the contract, debar CONSULTANT from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONSULTANT may have with COUNTY.

3. COUNTY may debar CONSULTANT if the Board of Supervisors finds, in its discretion, that CONSULTANT has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONSULTANT's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
4. If there is evidence that CONSULTANT may be subject to debarment, the Department will notify CONSULTANT in writing of the evidence which is the basis for the proposed debarment and will advise CONSULTANT of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONSULTANT and/or the CONSULTANT's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONSULTANT should be debarred, and, if so, the appropriate length of time of the debarment. CONSULTANT and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

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7. If a CONSULTANT has been debarred for a period longer than five (5) years, that CONSULTANT may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONSULTANT has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
 8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONSULTANT has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
 9. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
 10. These terms shall also apply to subcontractors/subconsultants of COUNTY CONSULTANTS.

N. COUNTY LOBBYISTS

CONSULTANT, and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010, retained by CONSULTANT, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any CONSULTANT or any County Lobbyist or County Lobbying Firm retained

by CONSULTANT to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

O. COUNTY'S QUALITY ASSURANCE PLAN

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

P. COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

Q. COVENANT AGAINST FEES

CONSULTANT warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

R. DELEGATION AND ASSIGNMENT

1. CONSULTANT shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent

shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Agreement shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against the COUNTY.

2. Shareholders, partners, members, or other equity holders of CONSULTANT may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
3. Any assumption, assignment, delegation, or takeover of any of the CONSULTANT's duties, responsibilities, obligations, or performance of same by any entity other than CONSULTANT whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONSULTANT as it could pursue in the event of default by CONSULTANT.

S. DISCLOSURE OF INFORMATION

CONSULTANT shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONSULTANT's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONSULTANT from publicizing its role under this Agreement within the following conditions:

1. CONSULTANT shall develop all publicity material in a professional manner.
2. During the course of performance of this Agreement, CONSULTANT, its employees, agents, and subconsultants shall not publish or disseminate commercial advertisements, press

releases, opinions or feature articles, using the name of COUNTY without COUNTY's prior consent.

3. CONSULTANT shall not possess any interest, title, or right to any COUNTY case data or records. CONSULTANT is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any identified or unidentified raw COUNTY data with that of any other CONSULTANT client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of COUNTY.

T. EMPLOYMENT ELIGIBILITY VERIFICATION

1. CONSULTANT warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONSULTANT represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONSULTANT shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.
2. CONSULTANT shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONSULTANT by reason of Consultant's failure to comply with the foregoing.

U. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the indemnifying party's acts and/or omissions arising from and/or relating to this Agreement.

V. **INDEPENDENT CONSULTANT STATUS**

1. CONSULTANT shall perform all services hereunder as an independent consultant and is not and shall not be considered as an employee of COUNTY. The Agreement is by and between CONSULTANT and COUNTY and is not intended, and shall not be construed, to create the relationship of employee, agent, partnership, joint venture, or association, between COUNTY and CONSULTANT.
2. CONSULTANT understands and agrees that all persons furnishing services to CONSULTANT pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of CONSULTANT and not COUNTY. CONSULTANT shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of CONSULTANT pursuant to this Agreement.
3. CONSULTANT represents and warrants to COUNTY, and COUNTY relies on such representation and warranty, that CONSULTANT has the necessary skills, competency and expertise to fully and completely perform the specialized services called for under this Agreement. COUNTY and CONSULTANT understand and agree that CONSULTANT is responsible for the means and methods of performing these special services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Agreement.

W. **INSURANCE COVERAGE REQUIREMENTS**

1. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million
2. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

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3. **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONSULTANT is responsible. If CONSULTANT's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONSULTANT is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

X. **INSURANCE - GENERAL REQUIREMENTS**

Without limiting CONSULTANT's indemnification of COUNTY and during the term of this Agreement, CONSULTANT shall provide and maintain, and shall require all of its subcontractors/subconsultants to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONSULTANT's own expense.

1. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Los Angeles County Sheriff's Department, Contracts Unit, Room 214, 4700 Ramona Boulevard, Monterey Park, California 91754** prior to commencing services under this Agreement. Such certificates or other evidence shall:
- a) Specifically identify this Agreement.
 - b) Clearly evidence all coverages required in this Agreement.
 - c) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and

employees as insureds for all activities arising from this Agreement.

- e) Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONSULTANT to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONSULTANT to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 2. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 3. **Failure to Maintain Coverage:** Failure by CONSULTANT to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONSULTANT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONSULTANT, COUNTY may deduct from sums due to CONSULTANT any premium costs advanced by COUNTY for such insurance.
- 4. **Notification of Incidents, Claims or Suits:** CONSULTANT shall report to COUNTY:
 - a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONSULTANT and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - b) Any third party claim or lawsuit filed against CONSULTANT arising from or related to services performed by CONSULTANT under this Agreement.

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- c) Any injury to a CONSULTANT employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
 - d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONSULTANT under the terms of this Agreement.
5. **Compensation for COUNTY Costs:** In the event that CONSULTANT fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONSULTANT shall pay full compensation for all costs incurred by COUNTY.
6. **Insurance Coverage Requirements for Subcontractors/Subconsultants:** CONSULTANT shall ensure any and all subcontractors/subconsultants performing services under this Agreement meet the insurance requirements of this Agreement by either:
- a) CONSULTANT providing evidence of insurance covering the activities of subcontractors/subconsultants, or
 - b) CONSULTANT providing evidence submitted by subcontractors/subconsultants evidencing that subcontractors/subconsultants maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractors/subconsultant insurance coverage at any time.

Y. JURY SERVICE PROGRAM COMPLIANCE

- 1. This Agreement is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, attached hereto as Attachment G.
- 2. Written Employee Jury Service Policy.
 - a) Unless CONSULTANT has demonstrated to the COUNTY'S satisfaction either that CONSULTANT is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONSULTANT

qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONSULTANT shall have and adhere to a written policy that provides that its Employees shall receive from CONSULTANT, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONSULTANT or that CONSULTANT deduct from the Employee's regular pay the fees received for jury service.

- b) For purposes of this Section, "Contractor" or CONSULTANT means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor or consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONSULTANT. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONSULTANT has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONSULTANT uses any subcontractor/subconsultant to perform services for COUNTY under the Agreement, the subcontractor/subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c) If CONSULTANT is not required to comply with the Jury Service Program when the Agreement commences, CONSULTANT shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONSULTANT shall immediately notify COUNTY if CONSULTANT at any time either comes within the Jury Service Program's definition of "Contractor" or if CONSULTANT no longer qualifies for an exception to the Program. In either event, CONSULTANT shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any

time during the Agreement and at its sole discretion, that CONSULTANT demonstrate to COUNTY'S satisfaction that CONSULTANT either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONSULTANT continues to qualify for an exception to the Program.

- d) CONSULTANT'S violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONSULTANT from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

Z. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONSULTANT shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

AA. LIQUIDATED DAMAGES

1. If, in the judgment of the Department Head, or his/her designee, CONSULTANT is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONSULTANT's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONSULTANT from COUNTY will be forwarded to CONSULTANT by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
2. If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Department Head, or his/her designee, deems are correctable by CONSULTANT over a certain time span, the Department Head, or his/her designee, will provide a written notice to CONSULTANT to correct the deficiency within specified time frames. Should CONSULTANT fail to correct

deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from CONSULTANT's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) 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 CONSULTANT 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, and that CONSULTANT shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONSULTANT; and/or (c) Upon giving five (5) days notice to CONSULTANT for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by 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 CONSULTANT from COUNTY, as determined by COUNTY.

3. The action noted in this Section shall not be construed as a penalty, but as adjustment of payment to CONSULTANT to recover COUNTY cost due to the failure of CONSULTANT to complete or comply with the provisions of this Agreement.
4. This Section 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 sub-paragraph 2 above, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Agreement as agreed to herein.

BB. MEETINGS

All meetings between COUNTY and CONSULTANT will be held at mutually agreed upon locations in Los Angeles County.

CC. NON-DISCRIMINATION IN EMPLOYMENT

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

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2. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 3. CONSULTANT shall deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
 4. CONSULTANT shall allow COUNTY's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
 5. If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONSULTANT has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

DD. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONSULTANT shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONSULTANT after the expiration or other termination of this Agreement. Should CONSULTANT receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONSULTANT. This provision shall survive the expiration or other termination of this Agreement.

EE. NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (7) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

FF. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONSULTANT shall notify its employees, and shall require each subcontractor/subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

GG. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONSULTANT shall notify and provide to its employees in the State of California, and shall require each subcontractor/subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment D, Safely Surrendered Baby Law Fact Sheet, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

HH. NOTICES

1. Notices or demands required or permitted to be given or made under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices, demands, and envelopes containing same to COUNTY shall be addressed to:

Commander Michael Grossman
Los Angeles County Sheriff's Department
4700 Ramona Blvd, 4th Floor
Monterey Park, California 91754
(323) 526-5756

The notices, demands, and envelopes containing same to CONSULTANT shall be addressed to:

Donald S. Hayes
Chief Operating Officer
Business Executives for National Security
1717 Pennsylvania Avenue, Suite 350
Washington, DC 20006
(202) 296-2125

2. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.
3. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery and requiring a signed receipt thereto, to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONSULTANT.

II. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs

CONSULTANT understands and agrees that neither CONSULTANT nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of CONSULTANT's services rendered pursuant to this Agreement, whether as a prime consultant or subconsultant, or as a consultant to any other prime consultant or subconsultant. Any such involvement by CONSULTANT shall result in the rejection by COUNTY of the bid or proposal by the prime consultant in question.

JJ. PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY personnel under this Agreement are confidential to and are solely the property of COUNTY. CONSULTANT shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement. All

materials, data, reports and other information developed by CONSULTANT under this Agreement that do not contain confidential COUNTY materials, data or other information are solely the property of CONSULTANT and may be disseminated to other law enforcement or homeland security governmental agencies or non-governmental organizations supporting such agencies.

KK. RECORDS RETENTION AND INSPECTION

1. CONSULTANT shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONSULTANT shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. CONSULTANT agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. Upon receipt of a written request, CONSULTANT shall, at no cost to COUNTY, make available to COUNTY and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of CONSULTANT to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained during the term of this Agreement and for a period of five (5) years thereafter, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
2. Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to CONSULTANT's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of CONSULTANT.
3. In the event that an audit specifically regarding this Agreement is conducted by any Federal or state auditor, or any auditor or accountant employed by CONSULTANT or otherwise,

CONSULTANT shall file a copy of each such audit report with the COUNTY's Auditor-Controller, with a copy to the County Contract Manager, within thirty (30) days after CONSULTANT's receipt thereof unless otherwise provided by applicable Federal or state law or under this Agreement. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

4. Failure on the part of the CONSULTANT to comply with any of the provisions of this Section KK shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.
5. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of CONSULTANT regarding the work performed under this Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to CONSULTANT, then the difference shall be either: a) repaid by CONSULTANT to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to CONSULTANT from COUNTY, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to CONSULTANT then the difference shall be paid to CONSULTANT by COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

LL. RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONSULTANT agrees to use recycled-content paper to the maximum extent possible on this Agreement.

MM. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONSULTANT to maintain compliance with the requirements set forth in Paragraph L "CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall

constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure of CONSULTANT to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Agreement pursuant to Paragraph OO "TERMINATION FOR CONTRACTOR'S DEFAULT OF CONSULTANT" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

NN. TERMINATION FOR CONVENIENCE OF COUNTY

1. Performance of services under this Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to CONSULTANT of a Notice of Termination specifying the extent to which the performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.
2. If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to CONSULTANT.
3. After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
 - a) Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 - b) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
4. After receipt of the Notice of Termination, CONSULTANT shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONSULTANT to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONSULTANT in respect to the termination and such

determination shall be final. After such determination is made, COUNTY shall pay CONSULTANT the amount so determined.

5. In the event it is determined by COUNTY that CONSULTANT has been overcompensated, COUNTY shall notify CONSULTANT of the overcompensation, and CONSULTANT must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.
6. Subject to the provisions of the subparagraphs PP.1 and PP.2, below, COUNTY and CONSULTANT shall negotiate an equitable amount to be paid to CONSULTANT by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
7. Upon termination of this Agreement, CONSULTANT shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
8. Upon termination of this Agreement, CONSULTANT shall comply with the provisions of Paragraph KK, Records Retention and Inspection, herein above.

OO. TERMINATION FOR DEFAULT OF CONSULTANT

1. COUNTY may, by written notice of default to CONSULTANT, terminate the whole or any part of this Agreement if, in the judgment of COUNTY,;
 - a) CONSULTANT has materially breached this Agreement;
 - b) CONSULTANT fails to timely and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - c) CONSULTANT fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward

a cure within three (3) calendar days (or such longer period as the County may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

2. In the event COUNTY terminates this Agreement in whole or in part as provided in this Paragraph OO, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONSULTANT shall be liable to COUNTY for any incremental and excess costs for such similar goods and services. CONSULTANT shall continue the performance of this Agreement to the extent not terminated under the provision of this Section.
3. If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph OO, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant Paragraph NN, Termination for Convenience of the County, herein above.
4. Upon termination of this Agreement, CONSULTANT shall adhere to the termination provisions of Paragraph NN, Termination for Convenience of County, herein above.
5. The rights and remedies of COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

PP. TERMINATION FOR IMPROPER CONSIDERATION

1. COUNTY may, by written notice to CONSULTANT, immediately terminate the right of CONSULTANT to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONSULTANT, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONSULTANT's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONSULTANT as it could pursue in the event of default by CONSULTANT.

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2. CONSULTANT shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
 3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

QQ. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONSULTANT's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors 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. COUNTY shall notify CONSULTANT in writing of any such non-allocation of funds at the earliest possible date.

RR. VALIDITY

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

SS. WAIVER

No waiver of a breach of any provision of this Agreement by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

TT. SUBCONTRACTING

1. The requirements of this Agreement may not be subcontracted by CONSULTANT without the advance approval of COUNTY. Any attempt by CONSULTANT to subcontract without the prior consent of COUNTY may be deemed a material breach of this Agreement.

-
2. If CONSULTANT desires to subcontract, CONSULTANT shall provide the following information promptly at the COUNTY's request:
 - a. A description of the work to be performed by the Subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by COUNTY.
 3. CONSULTANT shall indemnify and hold COUNTY harmless with respect to the activities of each and every subconsultant/subcontractor in the same manner and to the same degree as if such subconsultant/subcontractor(s) were the CONSUTLANT'S employees.
 4. CONSULTANT shall remain fully responsible for all performances required of it under this Agreement, including those that CONSULTANT has determined to subcontract, notwithstanding COUNTY's approval of CONSULTANTS's proposed subcontract.
 5. COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subconsultant/subcontractor employees, providing services under this Agreement. CONSULTANT is responsible to notify its subconsultants/subcontractors of this COUNTY right.
 6. The County's Project Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subconsultant/subcontractor employees. After approval of the subcontract by the COUNTY, CONSULTANT shall forward a fully executed subcontract to COUNTY for their files.
 7. CONSULTANT shall be solely liable and responsible for all payments or other compensation to all subconsultants/subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
 8. CONSULTANT shall obtain certificates of insurance, which establish that the subconsultant/subcontractor maintains all the programs of insurance required by COUNTY from each approved subconsultant/subcontractor. COUNSULTANT shall ensure delivery of all such documents to: **Los Angeles County Sheriff's**

Department, Contracts Unit, Room 214, 4700 Ramona Boulevard, Monterey Park, California 91754 before any subconsultant/subcontractor employee may perform any work hereunder.

UU. BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by CONSULTANT under this Agreement shall also be reduced correspondingly. COUNTY's notice to CONSULTANT regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONSULTANT shall continue to provide all of the services set forth in this Agreement.

VV. CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE

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

WW. GOVERNING LAW, JURISDICTION, AND VENUE

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

**AGREEMENT FOR
HOMELAND SECURITY ADVISORY COUNCIL CONSULTANT**

IN WITNESS THEREOF, COUNTY has caused this Agreement to be executed by the Sheriff. CONSULTANT has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
LEROY D. BACA
Sheriff

Date _____

APPROVED AS TO FORM:
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR.

By Deputy County Counsel

BUSINESS EXECUTIVES FOR NATIONAL
SECURITY

By _____
Signed

Printed

Taxpayer Identification No.

ATTACHMENT A

PROJECTED COSTS AND SERVICE FEES

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

(Initial and date)

Confidentiality Agreement

As an employee of _____, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, confidential data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles. "Confidential data" shall not include any data previously available to the public or in my or my employer's possession without violation of any confidentiality obligation to the County of Los Angeles, nor any information required to be produced or disclosed pursuant to a duly issued subpoena or other governmental requirement.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

". . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

". . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature

Dated

Printed Name

Position/Title

ATTACHMENT C

**INVITATION FOR BID/REQUEST FOR PROPOSAL
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

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

Consultant hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Consultant or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Consultant or Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Consultant or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

Statement of Work

CONSULTANT shall provide consulting services to the Region I Homeland Security Advisory Council (HSAC). HSAC is an advisory board for the Sheriffs of Los Angeles and Orange County. HSAC helps mobilize the Los Angeles region business community to assist Los Angeles and Orange Counties in preventing, preparing for and responding to catastrophic events.

CONSULTANT shall employ and manage one (1) Executive Director and one (1) Deputy Director for HSAC. CONSULTANT shall be responsible for the administrative and operational coordination of HSAC functions in support of HSAC committees and initiatives.

CONSULTANT shall have the following duties, which shall include, but shall not be limited to:

- Acting as a liaison with the Sheriffs of Los Angeles and Orange Counties and their designees in support of the HSAC mission.
- Providing staff and administrative support to the HSAC, including the HSAC Co-Chairs and Committees.
- Developing the HSAC administrative structure (including future directorate staff).
- Acting as a liaison with the business and private sector communities in Los Angeles and Orange Counties to broaden support for HSAC initiatives.
- Coordinate fund-raising efforts for HSAC initiatives.
- Managing HSAC initiatives as determined by the HSAC Board and CONSULTANT.
- Acting as a liaison to the Los Angeles and Orange County Terrorism Early Warning (TEW) Groups and their respective Private Sector Terrorism Response Group (PSTRG) Initiatives, including development of PSTRG Infrastructure Liaison Officer (ILO) programs.
- Coordinate HSAC meetings and functions.
- Acting as a liaison and coordinating with other critical infrastructure protection efforts, including InfraGard, Operation Archangel, and sector-specific efforts.
- Managing the HSAC office and administrative support staff, including budget development, accounts receivable, payroll and related administrative functions.
- Serving as a representative of HSAC at meetings, and for inter-governmental and legislative liaison and planning purposes (this includes representing HSAC interests at the municipal, county, state and Federal levels in coordination with the respective Sheriffs and HSAC Co-Chairs).
- Coordinating HSAC activities with CONSULTANT initiatives nationally.

Performance measures for CONSULTANT will be limited to those under his or her control given that HSAC relies on private sector volunteers to execute its programs. Performance measures for this Agreement shall be:

- Hold two (2) meetings per year with the senior HSAC leaders to establish HSAC strategic direction and monitor HSAC results.
- Hold meetings at least once every three (3) months with at least one (1) committee within HSAC to define and begin implementing at least one HSAC program that mobilizes business to help prevent, prepare for and respond to catastrophic events.
- Create and maintain a database of HSAC members that includes personal contact information, donations (cash and in-kind), and personal involvement in HSAC activities.

- Manage HSAC operations so that expenses do not exceed HSAC revenue and so that HSAC maintains a positive cash flow.
- Provide written reports no less than once every two (2) months to the HSAC Co-Chairs and Sheriff's Departments that includes, but is not limited to a summary of cash and in-kind contributions received, new membership, activities and accomplishments.

HSAC Executive Director: Qualifications, Education, and Skills

HSAC Executive Director Qualifications shall include, at a minimum, an acceptable combination of the following, to be determined by CONSULTANT in consultation with HSAC and COUNTY:

- Minimum of a Bachelor's degree, with Masters or Law degree preferred.
- At least ten (10) years of employment by business and/or public entity. General management experience is preferred, with expertise in a combination of creating partnerships, fundraising/sales/marketing/development and/or consulting.
- Project management experience in directing initiatives from design through implementation.
- Intimate knowledge of the Southern California business landscape, with the public stature to engage high-profile senior business and government executives.
- Knowledge of the organization and operation of public sector agencies and public policy imperatives.
- Experience or knowledge of homeland security is preferable with a desire to apply his/her skills to public interest projects.
- Demonstrated ability to work collaboratively and effectively in a matrix organization.
- Demonstrated ability to operate independently and handle administrative responsibilities with minimal support.
- Some experience with public/private partnerships is preferable, even if only as an engaged volunteer.

*Qualifications and duties for any additional positions, including those qualifications for Deputy Director, will be determined by the Executive Director and CONSULTANT in consultation with COUNTY and HSAC.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), (2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part),(200)