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

LEROY D. BACA, SHERIFF

A Tradition of Service

May 28, 2013

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

Dear Supervisors:

APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76118 WITH INFRAGARD LOS ANGELES MEMBERS' ALLIANCE, INCORPORATED FOR JOINT REGIONAL INTELLIGENCE CENTER ADVISORY COUNCIL CONSULTANT SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

This Board letter seeks approval of Sole Source Amendment Number Two (Amendment) to extend Agreement Number 76118 (Agreement) with InfraGard Los Angeles Members' Alliance, Incorporated (InfraGard), for a period of five years, for the provision of a consultant to the Los Angeles County Sheriff's Department (Department) Joint Regional Intelligence Center (JRIC). The cost of this Amendment is $1,250,000.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to execute the attached Amendment to the Agreement with InfraGard that extends the term of the Agreement for five years from June 1, 2013, through May 31, 2018, and increases the Maximum Contract Sum by $1,250,000 for a total Maximum Contract Sum not to exceed $2,530,000.

2. Authorize the Sheriff or his designee to (1) execute all Change Orders and Amendments to the Agreement that do not materially affect the Terms and Conditions of the Agreement, (2) execute Amendments to include new or revised standard Los Angeles County (County) contract provisions adopted or required by the Board, and (3) issue a Notice to Suspend Work, as necessary, to suspend work pending the availability of grant funding for each contract year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

JRIC is a cooperative body of local law enforcement agencies tasked with the gathering and sharing of strategic information and data related to terrorism threats in the County, as well as the formulation of rapid responses to mitigate such threats by enlisting the support of the private sector.

InfraGard, through employing and managing a consultant for JRIC, is responsible for the administrative and operational coordination of JRIC and critical infrastructure functions in support of JRIC committees and initiatives.

On November 14, 2006, the County accepted the Fiscal Year (FY) 2006 State Homeland Security Grant Program (SHSGP) grant funds. One hundred fifty thousand dollars was provided from the Law Enforcement Terrorism Prevention Program (LETPP) grant and was used to subvent 100 percent of the costs for the initial Agreement for the consultant services.

On May 29, 2007, the Board approved the Agreement with InfraGard for the provision JRIC Advisory Council Consultant services for a term of one year at a cost of $150,000.

On May 20, 2008, Amendment Number One to the Agreement was approved by the Board that engaged InfraGard to continue providing services to the County for a term of five years from June 1, 2007, through May 31, 2013, at a cost of $1,130,000 that was 100 percent funded by SHSGP.

InfraGard has the experience of cross-disciplinary and cross-jurisdictional training of current JRIC members and has researched, identified, and gained an understanding of various JRIC operations. JRIC depends on InfraGard to provide a supporting role as a force multiplier and subject-matter expert pertaining to the Los Angeles region's critical infrastructure. Conversely, JRIC is continuously working to utilize the resources of InfraGard to assist in meeting its own preparedness, goals, and objectives.

This Amendment will allow InfraGard to continue providing uninterrupted consulting services to the JRIC in its mission of supporting the Homeland Security goals of the County.

Implementation of Strategic Plan Goals

This Amendment supports the County's Strategic Plan Number One, Operational Effectiveness, because it will continue to enable the Department to collaborate with the private sector in the prevention, preparation, and response to any catastrophic or terrorism event.

FISCAL IMPACT/FINANCING

The amount for the first year of services provided under the Amendment Number Two is $250,000 and will be 100 percent subvented by SHSGP Grant Number 2012-SS-00123, CalEMA ID Number 037095066, which at the writing of this Board letter, is pending acceptance by the Board on May 21, 2013.

Should grant funding not be available at any time during the term of the Agreement, or should the issuance of any such grant funding be delayed, the Sheriff will issue a written Notice to Suspend Work to InfraGard. The notice would remain in force until such time that grant funding is restored and in no manner shall serve to extend the term of the Agreement. The Notice to Suspend Work procedure enables the County to maximize the services provided by InfraGard while protecting the County's financial interests.

The total increase to the Maximum Contract Sum is $1,250,000 for a period of five years from June 1, 2013, through May 31, 2018, for a Maximum Contract Sum not to exceed $2,530,000. There is no cost-sharing or matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Agreement, InfraGard will provide consultant administrative services for the further development and expansion of JRIC that includes critical infrastructure and key resource security development, training, and implementation efforts between JRIC and the seven regional counties it serves (Los Angeles, Orange, San Luis Obispo, Santa Barbara, Ventura, San Bernardino, and Riverside).

The Agreement is modeled on the form Agreement used under the delegated authority granted to the Chief Executive Office for consultant services, with some modifications. It also provides that InfraGard may share non-confidential information and records generated as a result of the Agreement with other similar government and public/private organizations that InfraGard members may represent. The County will also benefit from the experience and documentation generated from InfraGard's interaction with other government agencies and private-sector stakeholders.

This Amendment updates the terms of the Agreement to include all current Board requirements such as the Defaulted Property Tax Reduction Program and Safely Surrendered Baby Law. The Agreement has been updated to delegate authority to the Sheriff to execute change orders and amendments for any change that does not materially affect any Term or Condition of the Agreement and to execute amendments to include new or revised standard County contract language adopted or required by the Board.

The Amendment 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 initial consulting Agreement was procured on a sole-source basis based upon InfraGard's unique qualifications and special expertise to provide a consultant for the specific services required. InfraGard is a non-profit California corporation established for the purpose of mitigating terrorist-based threats, risk, and loss. InfraGard was created by the Federal Bureau of Investigation (FBI), and its services are focused on the same seven Southern California counties as the FBI Los Angeles office. InfraGard is the only national organization staffed by 100 percent vetted private sector industry leaders who represent each of the same 17 critical infrastructure categories recognized by Los Angeles law enforcement.

InfraGard has nation-wide experience establishing public-private partnerships to counter and respond to national security threats. In particular, InfraGard specializes in coordinating the resources and expertise of private businesses with the needs of government agencies responsible for public safety.

The Amendment will extend the term of the Agreement from June 1, 2013, through May 31, 2018.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two copies of the executed Amendment to the Sheriff's Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

LDB:MEM:mm

Enclosures

AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 76118
WITH
INFRAGARD LOS ANGELES MEMBERS' ALLIANCE, INCORPORATED
FOR JOINT REGIONAL INTELLIGENCE CENTER
ADVISORY COUNCIL CONSULTANT

This Amendment Number Two (hereinafter "Amendment") to Agreement Number 76118 (hereinafter "Agreement") is entered into by and between the County of Los Angeles (hereinafter "County") and InfraGard Los Angeles Members' Alliance, Incorporated (hereinafter "Consultant"), effective upon execution by all parties.

A. WHEREAS, on May 28, 2007, County and Consultant entered into an Agreement to provide Joint Regional Intelligence Center Advisory Council Consultant services; and

B. WHEREAS, on May 20, 2008, following approval by the County Board of Supervisors, the County and Consultant entered into Amendment Number One to the Agreement to extend the term of the Agreement for a period of five (5) years, subject to the availability of additional grant funding; and

C. WHEREAS, this Agreement currently expires on May 31, 2013; and

D. WHEREAS, County and Consultant desire to extend the term of the Agreement for an additional period of five (5) years through May 31, 2018, subject to the availability of additional grant funding; and

E. WHEREAS, County and Consultant agree to increase the maximum contract sum by $1,250,000 for a total of $2,530,000, which increase will be funded, either in whole or in part, by the 2012 State Homeland Security Grant Program grant number 2012-SS-00123; and

F. WHEREAS, County and Consultant agree to modify the following Paragraphs of Section VI, Further Terms and Conditions, of the Agreement:

D. Change Orders and Amendments
E. Compliance with Applicable Law
F. Confidentiality
R. Assignment by Consultant
U. Indemnification
W. Insurance Coverage Requirements
X. Insurance – General Requirements
CC. Nondiscrimination, Affirmative Action, and Assurances
HH. Notices; and

G. WHEREAS, County and Consultant agree to add the following Paragraphs to

Section VI, Further Terms and Conditions, of the Agreement:

TT. Warranty of Compliance with County's Defaulted Property Tax Reduction Program
UU. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program
VV. Background and Security Investigations
WW. Budget Reductions; and

H. WHEREAS, County and Consultant agree to add the following Attachments to the Agreement:

A2. Projected Costs/Service Fees
G. Defaulted Property Tax Reduction Program
H. Certification of Compliance with the County's Defaulted Property Tax Reduction Program
I. Compliance with Jury Service Program
J. Consultant's EEO Certification

I. WHEREAS, County and Consultant agree to modify Attachment D, Safely Surrendered Baby Law, to the Agreement; and

J. WHEREAS, County and Consultant agree to delete Section 5.0, Additional Information, Consultant's Background, of Attachment E, Statement of Work, of the Agreement and add two new sections: Section 5.0, Administration of Agreement – County, and Section 6.0, Administration of Agreement – Consultant, of Attachment E, Statement of Work, of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Consultant agree to amend the Agreement as follows:

1. Section II, Term of Agreement, of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for a period of five (5) years from June 1, 2013 through May 31, 2018, subject to the availability of additional grant funding:

II. <u>TERM OF AGREEMENT</u>

A. The term of this Agreement shall commence on May 29, 2007 and shall expire May 31, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

B. The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

C. Consultant shall notify the County when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification per Paragraph HH, Notices, of Section VI, Further Terms and Conditions, of this Agreement.

2. Section IV, Maximum Amount and Consultant Payment, Paragraph A only, is deleted in its entirety and replaced as follows to increase the maximum contract sum by $1,250,000 for the additional five year term:

   A. The maximum contract sum of this Agreement shall not exceed $2,530,000 for the term of this Agreement as set forth in Section II, Term of Agreement, above.

3. Section IV, Maximum Amount and Consultant Payment, Paragraph E only, is added to the Agreement as follows

   E. Consultant shall maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total maximum contract sum under this Agreement. Upon occurrence of this event, the Consultant shall send written notification per Paragraph HH, Notices, of Section VI, Further Terms and Conditions, of this Agreement.

4. Section VI, Further Terms and Conditions, Paragraph D, Change Orders and Amendments, of the Agreement is deleted in its entirety and replaced as follows:

   D. **CHANGE ORDERS AND AMENDMENTS**

      1. No representative of either County or Consultant, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph D, Change Orders and Amendments, of Section VI, Further Terms and Conditions.

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

         a. For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Consultant Project Director.

b. The Board of Supervisors or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board of Supervisors or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be executed by Sheriff and Consultant.

c. For any change that materially affects the scope of work, period of performance, amount of payments, or any other term or condition included under this Agreement, then an Amendment to this Agreement shall be executed by the Board of Supervisors and Consultant.

5. Section VI, Further Terms and Conditions, Paragraph E, Compliance with Applicable Law, of the Agreement is deleted in its entirety and replaced as follows:

E. **COMPLIANCE WITH APPLICABLE LAW**

1. In the performance of this Agreement, Consultant's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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 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 Paragraph E, Compliance with Applicable Law, of Section VI, Further Terms and Conditions, 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.

6. Section VI, Further Terms and Conditions, Paragraph F, Confidentiality, of the Agreement is deleted in its entirety and replaced as follows:

F. **CONFIDENTIALITY**

1. **General**

a. Consultant shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Consultant's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

b. 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 Paragraph F (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph F (Confidentiality) 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.

c. Consultant shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Consultant shall provide to County an executed Attachment B, Consultant Employee Acknowledgement and Confidentiality Agreement, of the Agreement for each of its employees performing services under the Agreement. Notwithstanding anything herein to the contrary, Consultant acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Consultant discloses such confidential information.

2. **Disclosure of Information**

a. With respect to any confidential information obtained by Consultant pursuant to the Agreement, Consultant shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Consultant by County for this purpose.

b. Without limiting the generality of Subparagraph 0 above, in the event Consultant receives any court or administrative agency order, service of process, or request by any person or entity (other than Consultant's professionals) for disclosure of any such details, Consultant shall immediately notify the County Project Director. Thereafter, Consultant shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Consultant shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3. **Consultant Information**

a. Any and all confidential or proprietary information which is developed or was originally acquired by Consultant outside the scope of this Agreement, which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, must be specifically identified by Consultant to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Consultant as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Consultant as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

i. Any of Consultant's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

ii. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

iii. Any materials indicating the volume, frequency and type of goods and services provided by Consultant.

4. **Use of County Name**

a. In recognizing Consultant's need to identify its services and related clients to sustain itself, County shall not inhibit Consultant from publishing its role under the Agreement within the following conditions:

i. Consultant shall develop all publicity material in a professional manner.

ii. Consultant shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

iii. Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County,

provided that the requirements of this Paragraph 4, Use of County Name (other than the requirements set forth in Subparagraph 4(a)(ii) above) shall apply.

iv. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Consultant shall cure promptly and prospectively any use of County's name that has been objected to by County.

5. **Injunctive Relief**

Consultant acknowledges that a breach by Consultant of this Paragraph F, Confidentiality, may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph F, Confidentiality, of the Agreement.

7. Section VI, Further Terms and Conditions, Paragraph R, Delegation and Assignment, of the Agreement is deleted in its entirety and replaced as follows with Paragraph R, Assignment by Consultant:

R. **ASSIGNMENT BY CONSULTANT**

1. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph R, Assignment by Consultant, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties in accordance with Paragraph D, Changes Orders and Amendments, of Section VI, Further Terms and Conditions, of this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Consultant may have against 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 Consultant to any person, 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.

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 the 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 the 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.

8. Section VI, Further Terms and Conditions, Paragraph U, Indemnification, of the Agreement is deleted in its entirety and replaced as follows:

U. **INDEMNIFICATION**

Consultant shall indemnify, defend and hold harmless the County, 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 Consultant's acts and/or omissions arising from and/or relating to this Agreement.

9. Section VI, Further Terms and Conditions, Paragraph W, Insurance Coverage Requirements, of the Agreement is deleted in its entirety and replaced as follows:

W. **INSURANCE COVERAGE REQUIREMENTS**

1. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. There shall be no exclusions for animal-related liability.

   If Consultant does not have employees, a written statement will be acceptable acknowledging that Consultant does not have employees and therefore, Worker's Compensation Insurance does not apply.

4. **Malpractice Liability/Errors and Omissions** insurance covering Consultant's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

10. Section VI, Further Terms and Conditions, Paragraph X, Insurance – General Requirements, of the Agreement is deleted in its entirety and replaced as follows with Paragraph X, General Provisions for All Insurance Coverage:

X. **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Consultant's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section W, Insurance Coverage Requirements, of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Consultant for liabilities which may arise from or relate to this Agreement.

1. **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

  - Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or sub-consultant insurance policies at any time.

  - Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Consultant identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

  - Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  - Certificates and copies of any required endorsements shall be sent to:

    Los Angeles County Sheriff's Department
    4700 Ramona Boulevard, Room 214
    Monterey Park, California 91754
    Attention: Contract Compliance Manager

  - Consultant also shall promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property,

and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also shall promptly notify County of any third party claim or suit filed against Consultant or any of its sub-Consultants which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Consultant and/or County.

2. **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to Consultant or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable provided it satisfies the Required Insurance provisions herein.

3. **Cancellation of or Changes in Insurance**

Consultant shall provide County with, or Consultant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

4. **Failure to Maintain Insurance**

Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Consultant, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

5. **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6. **Consultant's Insurance Shall Be Primary**

Consultant's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

7. **Waivers of Subrogation**

To the fullest extent permitted by law, Consultant hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Consultant shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8. **Sub-consultant Insurance Coverage Requirements**

Consultant shall include all sub-consultants as insureds under Consultant's own policies, or shall provide County with each sub-consultant's separate evidence of insurance coverage. Consultant shall be responsible for verifying each sub-consultant complies with the Required Insurance provisions herein, and shall require that each sub-consultant name County and Consultant as additional insureds on the sub-consultant's General Liability policy. Consultant shall obtain County's prior review and approval of any sub-consultant request for modification of the Required Insurance.

9. **Deductibles and Self-Insured Retentions (SIRs)**

Consultant's policies shall not obligate County to pay any portion of any Consultant deductible or SIR. County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Consultant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10. **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

11. **Application of Excess Liability Coverage**

Consultant may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12. **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13. **Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

14. **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

11. Section VI, Further Terms and Conditions, Paragraph CC, Nondiscrimination, Affirmative Action, and Assurances, of the Agreement is deleted in its entirety and replaced as follows:

CC. **NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

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

2. Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification, attached hereto as Attachment G, Consultant's EEO Certification, of this Agreement.

3. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: 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.

4. Consultant certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

5. Consultant certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

   a. Title VII, Civil Rights Act of 1964;
   b. Section 504, Rehabilitation Act of 1973;
   c. Age Discrimination Act of 1975;
   d. Title IX, Education Amendments of 1973, as applicable; and
   e. Title 43, part 17, Code of Federal Regulations, subparts a & b;

f. Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

5. Consultant shall allow County representatives access to Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph CC, Nondiscrimination, Affirmative Action, and Assurances, when so requested by County; provided that County's access to such employment records of Consultant shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph CC, Nondiscrimination, Affirmative Action, and Assurances, have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the 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 such determination shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this paragraph shall be appealable by Consultant in accordance with applicable laws and regulations.

6. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

12. Section VI, Further Terms and Conditions, Paragraph HH, Notices, of the Agreement is deleted in its entirety and replaced as follows:

HH. **NOTICES**

1. Notices required or permitted to be given 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.

2. The notices and envelopes containing same to County shall be addressed to:

   John Stedman, Captain
   Los Angeles County Sheriff's Department
   Emergency Operations Bureau
   1275 N. Eastern Avenue
   Los Angeles, California 90063

3. The notices and envelopes containing same to Consultant shall be addressed to:

   Roger Rieger, President and Chief Executive Officer
   InfraGard Los Angeles Members Alliance Inc.
   11000 Wilshire Boulevard, Suite 1100
   Los Angeles, California 90024

4. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Consultant.

13. Section VI, Further Terms and Conditions, Paragraph TT, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, is added to the Agreement as follows.

TT. **WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

1. Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will

maintain compliance, with Los Angeles County Code Chapter 2.206, as set forth in Attachment G, Defaulted Property Tax Reduction Program, of this Agreement. Consultant's Certification of Compliance with the County's Defaulted Property Tax Reduction Program, is attached hereto as Attachment H, Consultant's Certification of Compliance with the County's Defaulted Property Tax Reduction Program, of this Agreement.

14. Section VI, Further Terms and Conditions, Paragraph UU, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, is added to the Agreement as follows:

UU. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph TT, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, of this Agreement 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 ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

15. Section VI, Further Terms and Conditions, Paragraph VV, Background and Security Investigations, is added to the Agreement as follows:

VV. **BACKGROUND AND SECURITY INVESTIGATIONS**

1. Each of Consultant's staff performing services under this Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

2. If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County

will not provide to Consultant or to Consultant's staff any information obtained through the County's background investigation.

3. County, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

4. Disqualification of any member of Consultant's staff pursuant to this Paragraph VV, Background and Security Investigations, shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

16. Section VI, Further Terms and Conditions, Paragraph WW, Budget Reductions, is added to the Agreement as follows:

WW. **BUDGET REDUCTIONS**

In the event that the Board 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 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 sentences, Consultant shall continue to provide all of the services set forth in this Agreement.

17. Attachment A2, Projected Costs/Service Fees, attached hereto, is added to the Agreement to provide Projected Costs/Service Fees for years 2013 through 2018.

18. Attachment D, Safely Surrendered Baby Law, is deleted in its entirety and replaced with the revised Attachment D, Safely Surrendered Baby Law, attached hereto.

19. Attachment G, Defaulted Property Tax Reduction Program, attached hereto, is added to the Agreement.

20. Attachment H, Consultant's Certification of Compliance with the County's Defaulted Property Tax Reduction Program, attached hereto, is added to the Agreement.

21. Attachment I, Compliance with Jury Service Program, attached hereto, is added to the Agreement.

22. Attachment J, Consultant's EEO Certification, attached hereto, is added to the Agreement.

23. Section 5.0, Additional Information, Consultant's Background, of Attachment E, Statement of Work, of the Agreement is deleted in its entirety and replaced with Section 5.0, Administration of Agreement – County, and Section 6.0, Administration of Agreement – Consultant, as follows:

5.0 ADMINISTRATION OF AGREEMENT – COUNTY

5.1 **County Project Director**

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

John Stedman, Captain
Los Angeles County Sheriff's Department
Emergency Operations Bureau
1275 N. Eastern Avenue
Los Angeles, California 90063
(323) 890-2201
jcstedma@lasd.org

5.1.2 County will notify Consultant of any change in the name or address of County Project Director.

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

5.1.4 County Project Director shall have the right at all times to inspect any and all work provided by or on behalf of Consultant.

5.2 **County Project Manager**

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

Scott Anger, Sergeant
Los Angeles County Sheriff's Department
Emergency Operations Bureau
Joint Regional Intelligence Center
Off: 562-345-1103
Cell: 323-574-2486
Fax: 323-415-1912
email: sanger@LASD.org
email: scott.anger@JRIC.org

5.2.2 County shall notify Consultant of any change in the name or address of the County Project Manager.

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

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

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

5.3 **Consolidation of Duties**: County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Subparagraph 3.1, County Project Director, and the duties of the County Project Manager, which duties are enumerated in Subparagraph 0, County Project Manager, above into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Consultant no later than five (5) calendar days prior to exercising its rights pursuant to this Subparagraph 0, Consolidation of Duties.

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

6. ADMINISTRATION OF AGREEMENT – CONSULTANT

6.1 **Consultant Project Director**

6.1.1 The "Consultant Project Director" shall be the following person, who shall be a full-time employee of Consultant:

Roger Rieger
President and Chief Executive Officer
InfraGard Los Angeles Members Alliance Inc.
11000 Wilshire Boulevard, Suite 1100
Los Angeles, California 90024
Wk.(562)787-4495
Cell.(562)787-4495
rrieger@infragradlosangeles.org

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

6.1.3 During the term of this Agreement, Consultant Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

6.1.4. Consultant shall notify County in writing of any change in the name or address of the Consultant Project Director.

6.2 **Consultant Project Manager**

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

Cherie Kono
Joint Regional Intelligence Center
12440 Imperial Hwy, Suite 700
Norwalk, California 90560
(562) 345-1166
Cherie.Kono@jric.org

6.2.2 Consultant Project Manager shall be responsible for Consultant's day-to-day activities as related to this Agreement.

6.2.3 Consultant Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.

6.2.4. Consultant shall notify County in writing of any change in the name or address of the Consultant Project Manager.

24. Except as expressly provided in this Amendment Number Two, all other provisions and conditions of the Agreement shall remain the same and in full force and effect.

25. Consultant and the person executing this Amendment on behalf of Consultant hereby represent and warrant that the person executing this Amendment for Consultant is an authorized agent who has actual authority to bind Consultant to each and every item, condition, and obligation of the Amendment and that all requirements of Consultant have been fulfilled to provide such actual authority.

AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 76118
WITH
INFRAGARD LOS ANGELES MEMBERS ALLIANCE, INCORPORATED
FOR JOINT REGIONAL INTELLIGENCE CENTER
ADVISORY COUNCIL CONSULTANT

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Two to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Consultant has executed this Amendment Number Two, or caused it to be executed by its duly authorizer officer

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: _____

INFRAGARD LOS ANGELES
MEMBERS ALLIANCE,
INCORPORATED

By: _____

Print Name: ROGER RIEGER

Title: PRESIDENT AND CEO

Date: 4/30/2013

APPROVED AS TO FORM:
JOHN F. KRATTI
County Counsel

By: Michele Jackson
Senior Deputy County Counsel

ATTACHMENT A2

Added under Amendment Number Two

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

****

From June 2013 through May 2014:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Prospective Grant Funding Available													
LA County	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	249.96
Consultant Expenses													
JRIC Chairperson Consultant	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	84.96
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
InfraGard Admin Fee	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	18.84
Total Regional Staff	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	118.92
Activity Expenses													
Excercises, JRIC Operations	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	54.96
Training, IG / TLO JRIC	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	76.08
Total Regional Other	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	131.04
Total Regional Expenses	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	250.00

ROGER RIEGER
InfraGard Representative (please print)

4/30/2013
Date

Infragard representative Signed

2014

ATTACHMENT A2

Added under Amendment Number Two

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

**********:

From June 2014 through May 2015:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Prospective Grant Funding Available													
LA County	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	249.96
Consultant Expenses													
JRIC Chairperson Consult	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	84.96
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
InfraGard Admin Fee	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	18.84
Total Regior	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	118.92
Activity Expenses													
Excercises, JRIC Operatio	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	54.96
Training, IG / TLO JRIC	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	76.08
Total Regior	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	131.04
Total Regional Expenses	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	250.00

ROGER RIEGER
InfraGard Representative (please print)

4/30/2015
Date

Infragard representative Signed

ATTACHMENT A2

Added under Amendment Number Two

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

**********:

From June 2015 through May 2016:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Prospective Grant Funding Available													
LA County	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	249.96
Consultant Expenses													
JRIC Chairperson Consult	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	84.96
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
InfraGard Admin Fee	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	18.84
Total Regior	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	118.92
Activity Expenses													
Excercises, JRIC Operatio	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	54.96
Training, IG / TLO JRIC	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	76.08
Total Regior	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	131.04
Total Regional Expenses	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	250.00

ROGER RIEGER
InfraGard Representative (please print)

4/30/2013
Date

Infragard representative Signed

ATTACHMENT A2

Added under Amendment Number Two

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

**********:

From June 2016 through May 2017:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Prospective Grant Funding Available													
LA County	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	249.96
Consultant Expenses													
JRIC Chairperson Consult	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	84.96
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
InfraGard Admin Fee	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	18.84
Total Regior	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	118.92
Activity Expenses													
Excercises, JRIC Operatio	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	54.96
Training, IG / TLO JRIC	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	76.08
Total Regior	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	131.04
Total Regional Expenses	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	250.00

ROGER RIEGER
InfraGard Representative (please print)

4/30/2013
Date

Infragard representative Signed

ATTACHMENT A2

Added under Amendment Number Two

JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

****

From June 2017 through May 2018:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Prospective Grant Funding Available													
LA County	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	249.96
Consultant Expenses													
JRIC Chairperson Consult	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	84.96
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	7.56
InfraGard Admin Fee	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	18.84
Total Region	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	118.92
Activity Expenses													
Excercises, JRIC Operatio	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	54.96
Training, IG / TLO JRIC	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	76.08
Total Region	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	131.04
Total Regional Expenses	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	250.00

FIVE YEAR TOTAL: $1,250,000

ROGER RIEGER
InfraGard Representative (please print)

4/30/2013
Date

Infragard representative Signed

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For 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; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: InfraGard Los Angeles Members' Alliance, Inc.		
Company Address: 11000 Wilshire Blvd, Suite 1100		
City: Los Angeles	State: California	Zip Code:90024
Telephone Number:	Email address:	
Contract For _____ Services:		

The Contractor certifies that:

☑ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: ROGER K. RIEGER	Title: PRESIDENT/CEO
Signature:	Date: 4/11/13

Date: _____

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.

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:

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), 2002)

Attachment J

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: InfraGard Los Angeles Members' Alliance, Inc.

Address: 11000 Wilshire Blvd., Suite 1100, Los Angeles, CA 90024

Internal Revenue Service Employer Identification Number: 73-1735074

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

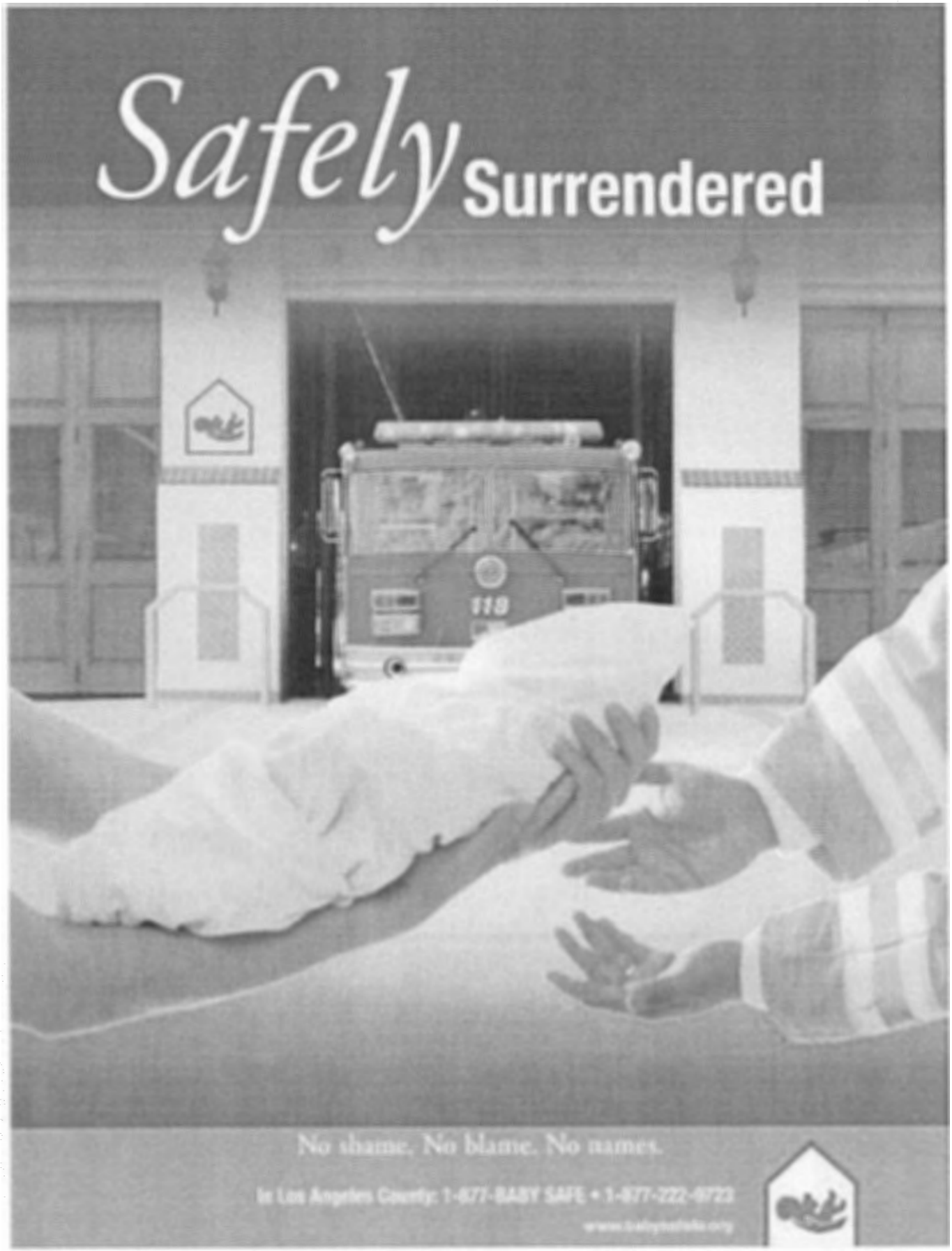
CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☑	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

Authorized Official's Printed Name and Title: Roger Rieger, President

Authorized Official's Signature: _____ Date: 4/11/13

SAFELY SURRENDERED BABY LAW



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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

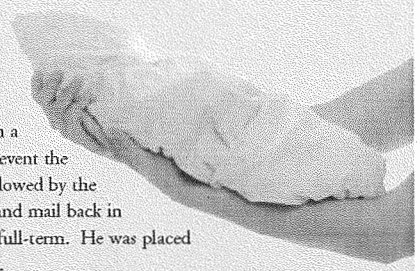
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

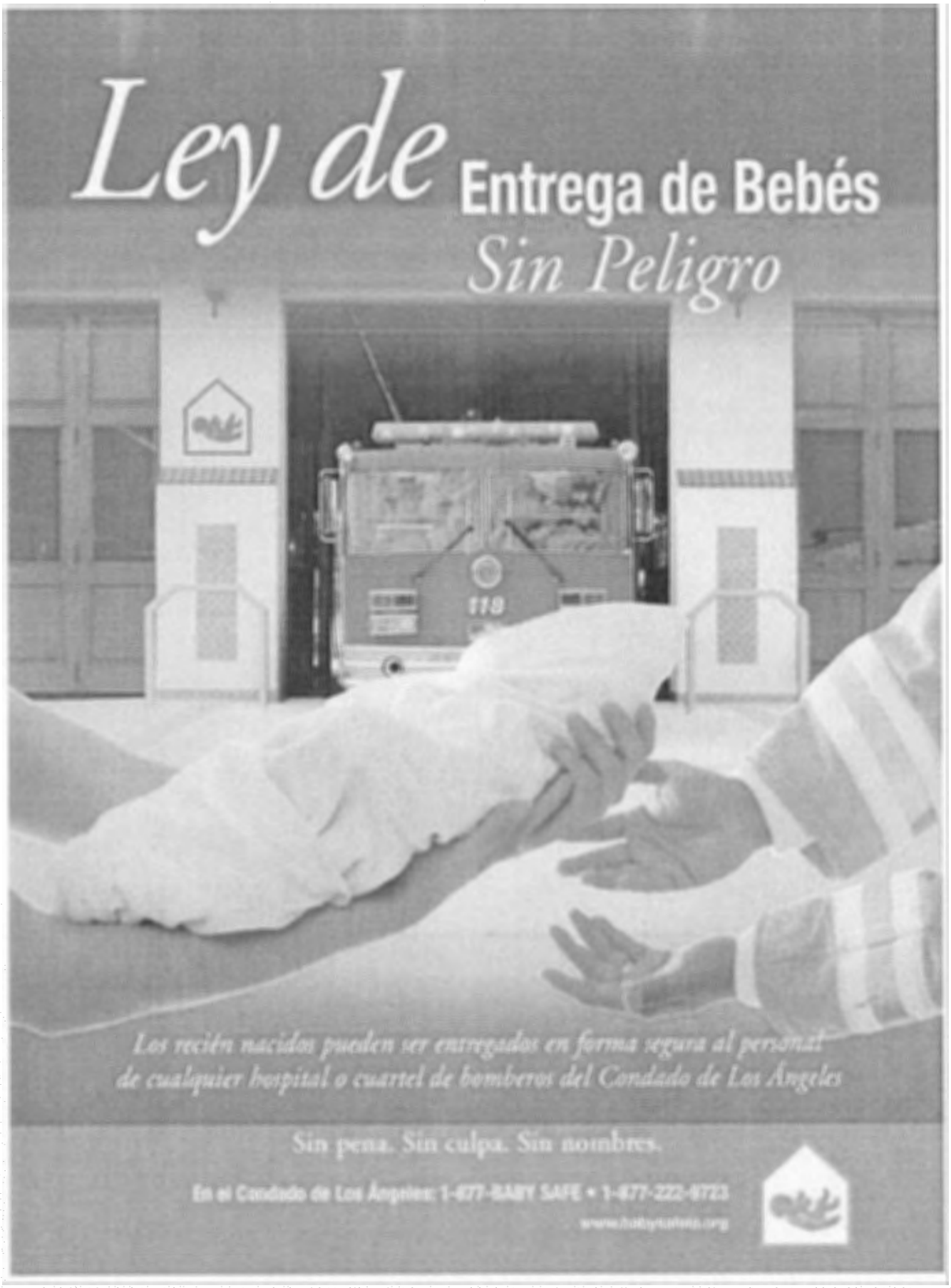
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

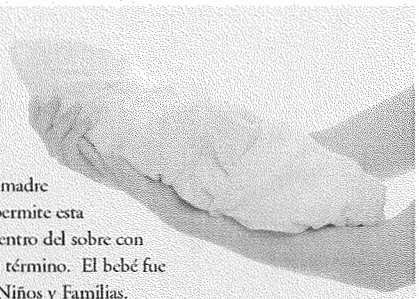
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.