



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF



April 10, 2018

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

49 April 10, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF
LOS ANGELES AND CALIFORNIA DEPARTMENT OF WATER RESOURCES
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approve Standard Agreement (Agreement) with the California Department of Water Resources (State) for the performance of law enforcement services (Services) by the Los Angeles County (County) Sheriff's Department (Department) at the Pyramid Lake Recreation Area (Pyramid Lake).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Agreement, substantially similar to the attached Agreement, with the State for the performance of Services at Pyramid Lake for the period from July 1, 2018, through June 30, 2020, with a Maximum Contract Sum not to exceed \$6,000,000.
2. Delegate authority to the Sheriff, or his designee, to execute any and all amendments to the Agreement, including those amendments that modify the annual budget and staffing amounts in accordance with the annual budget approved by the State.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The State has requested that the County, through the Department, provide Services at Pyramid Lake on a yearly basis. Boat deputies from the Department's Parks Bureau will be providing Services at Pyramid Lake. During peak season, from May through September, Pyramid Lake reaches maximum capacity (250 boats and 50 personal watercrafts) weekly. Additionally, several hundred non-boating visitors utilize the picnic areas and beaches in the nearby campgrounds on a daily basis. The number of visitors, boats, and vehicles that enter the recreational area require yearly Services to provide adequate police protection and boat safety. The Department will provide boat and vehicular patrol Services at Pyramid Lake, Vista Del Lago Visitors Center, and surrounding recreational areas. Services will be provided by 3 Department deputies, 10 hours a day, 7 days a week, and 1 Department sergeant, 40 hours a week for supervision.

Implementation of Strategic Plan Goals

This recommended action conforms to Los Angeles County's Strategic Plan, Goal 3: Operational Effectiveness/Fiscal Sustainability, by combining resources with the State. The Department will enhance public safety within the recreational area, efficiently delivering much needed Services to one of the most visited lakes within the County. It ensures safety and security to the residents of the County.

FISCAL IMPACT/FINANCING

The estimated charges for staffing are based on rates developed by the County's Auditor-Controller. The County will be reimbursed by the State for all costs incurred at billing rates established by the County's Auditor-Controller with a Maximum Contract Sum not to exceed \$6,000,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall commence July 1, 2018, and shall terminate on June 30, 2020. The County will be compensated according to the billing rates set forth on Attachment 1, Hourly Rates for Law Enforcement Services, of Exhibit B, Budget Detail and Payment Provisions, of the Agreement. The Services will be provided according to the mutually agreed upon staffing needs of the recreational area. The Agreement provides for mutual indemnification. Either party may terminate the Agreement with thirty days advance written notice to the other party.

The attached Agreement has been approved as to form by County Counsel.

The Honorable Board of Supervisors
April 10, 2018
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

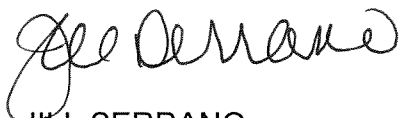
There will be no impact to current County services. The Services for Pyramid Lake will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Department's sworn personnel already assigned to the Department's Parks Bureau.

CONCLUSION

Upon approval by the Board, please instruct the Executive Officer-Clerk of the Board to return three conformed Board letters to the Department's Contract Law Enforcement Bureau.

Sincerely,

JIM McDONNELL, SHERIFF

A handwritten signature in black ink, appearing to read "Jill Serrano". The signature is fluid and cursive, with the first name "Jill" being more prominent than the last name "Serrano".

JILL SERRANO
ASSISTANT SHERIFF

AGREEMENT NUMBER
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 Department of Water Resources
 CONTRACTOR'S NAME
 County of Los Angeles
- The term of this Agreement is: July 1, 2018 through June 30, 2020
 This Agreement shall not become effective until approved by the Department of General Services
- The maximum amount of this Agreement is: \$6,000,000.00
 Six Million Dollars and no cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Attachment I – Hourly Rate Sheet for Law Enforcement Services	2 pages
Exhibit C – General Terms and Conditions*	GTC 04/2017
Exhibit D – Special Terms and Conditions for DWR (Over \$5,000 Standard Payable) (DWR 9546, Rev. 3/14)	3 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Additional Provisions County of Los Angeles	3 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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


CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Los Angeles		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Mc Donnell, Sheriff		
ADDRESS 211 West Temple Street Los Angeles, California 90012		
STATE OF CALIFORNIA		
AGENCY NAME Department of Water Resources		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING David R. Duval, Chief, Operations and Maintenance		
ADDRESS 1416 Ninth Street, 605-1 Sacramento, California 95814		

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide Boat and Vehicular Patrol Services, which include law and boating safety enforcement, at the Pyramid Lake Recreation Area for the Department of Water Resources, Southern Field Division, as described herein.

2. The services shall be provided to:

Department of Water Resources
Southern Field Division
34534 116th Street East
Pearblossom, California 93553

3. The services shall be performed at:

Pyramid Lake Recreation Area, Vista Del Lago Visitors Center, and surrounding recreational facilities, under the jurisdiction of the Department of Water Resources, on a year-round basis.

4. The project representatives during the term of this Agreement will be:

Department of Water Resources

Name: David L. Brown
Title: Utility Craftworker Superintendent
Phone: 661-944-8511
Fax: 661-644-3327

Los Angeles County Sheriff's Department

Name:
Title:
Phone:
Fax:

Project representatives may be changed by written notice to the other party.

5. Contractor will provide the following personnel for the Department of Water Resources:

A. Sheriff Deputy positions to provide boat and vehicular patrol of the Pyramid Lake Recreation Area, Vista Del Lago Visitors Center, and surrounding recreational facilities. Three Sheriff Deputy's per day, ten hours a day, seven days a week.

B. Patrol hours are dawn until dusk, and will coincide with the schedule of operation by the Pyramid Lake Recreation Concessionaire. Patrol hours will be mutually agreed upon between the Los Angeles County Sheriff Department and the Department of Water Resources.

6. Additional requirements, including but not limited to:

A. Enforcement of all State, local, and boating laws.

B. Enforcement of Fish and Game Regulations.

C. Execute open-water rescues.

D. Respond and extinguish vessel fires.

- E. Respond to and investigate boating accidents.
- F. Perform underwater rescue operations.
- G. Conduct Boating under the Influence investigations.
- H. Assist and tow disabled vessels.
- I. Provide emergency medical services to the public.
- J. Public education regarding boating safety requirements.
- K. Identifying and marking, if possible, any areas which would be a hazard to boaters and recreational users.
- L. Install or replace buoy lines and markers, as requested by the Department of Water Resources.
- M. Perform a daily check on the Vista Del Lago Visitors Center.
- N. Maintain the installed security surveillance system at the Pyramid Lake Recreation Area and ensure it is in proper working order.
- O. Deliverables:
 - 1) A daily written report will be emailed to the DWR Southern Field Division Security Coordinator. Weekend reports will be emailed on the first workday after the weekend. Reports will document all incidents (accidents, injuries, security issues or maintenance) provided along the shoreline, beaches or access areas, identification and marking done of hazards to boaters and recreational users, any safety or water problems.

- 2) Los Angeles County Sheriff's Department (LASD) will be available for meetings, as needed with the DWR Southern Field Division Security Coordinator or representative(s) and will participate in exercises and security assessments as pertains to the Pyramid Lake Recreation Area facility. Meeting to entail information sharing, updates on any event planning taking place by DWR or by LASD (Permits are required for any function on state property), review weekly reports and incidents, suggestions on public safety needs, new laws, safety information, upcoming exercises, provide updated contact information, etc.
 - 3) Report safety, law enforcement or security incidents (including accidents or injuries) as they occur, report any hazards to boaters and recreational users that have been identified, and any safety or water problems immediately to the Southern Field Division Area Control Center at (661) 944-8600
- P. Contractor will charge the rates established on their price list. The State must be notified 30 days prior to any increase of rates determined by the Los Angeles County Auditor-Controller and adopted by the Los Angeles County Board of Supervisors.
- Q. Invoicing:
- 1) Invoices shall be received one month in arrears every month.
 - 2) Final invoicing shall be completed within 6 months of the termination date of the contract.
 - 3) Contract will be closed after 6 months of the termination date. Any items not invoiced prior to those 6 months shall become the Contractors responsibility and non-billable to DWR.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
PUBLIC ENTITIES**

A. INVOICING AND PAYMENT

Contractor shall submit three copies of the invoice to the State only after receiving verbal or written notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted monthly, in arrears, bearing the contract number.

Contractor must submit three copies of each invoice to the following address in order to expedite approval and payment:

DWR Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Undisputed invoices shall be **paid** within 45 days of the date received by the DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Boat and Vehicular Patrol Services for Pyramid Lake Recreation Area,
Vista Del Lago Visitors Center, and Surrounding Recreational Facilities
Los Angeles County Sheriff Department
Hourly Rate Sheet for Law Enforcement Services

Description of Expense	FY 17/18			
	Hourly Rate	Projected Annual Hours	Monthly Rate	Projected Annual Cost
Personnel Expenses				
Deputy Sheriff (Boat)	\$ 167.56	1,826	\$ 25,497.05	\$ 305,964.56
Liability (3%)	\$ 5.03	1,826	\$ 764.91	\$ 9,178.94
Sergeant (Boat)	\$183.82	300	\$ 4,595.50	\$ 55,146.00
Liability (3%)	\$5.51	300	\$ 137.87	\$ 1,654.38
Projected Sum of Personnel Expenses			\$ 30,995.32	\$ 371,943.88
Operating Expenses				
Video System Repair/Replace/Maintenance				\$ -
Projected Sum of Operating Expenses				\$ -
Projected Sum for Personnel and Operating Expenses FY 17/18				\$ 371,943.88

Description of Expense	FY 18/19 ¹			
	Hourly Rate	Projected Annual Hours	Projected Monthly Rate	Projected Annual Cost
Personnel Expenses				
Deputy Sheriff (Boat)	\$ 175.94	10,950	\$ 160,543.43	\$ 1,926,521.10
Liability (3%)	\$ 5.28	10,950	\$ 4,816.30	\$ 57,795.63
Sergeant (Boat)	\$ 193.01	1,789	\$ 28,774.72	\$ 345,296.68
Liability (3%)	\$ 5.79	1,789	\$ 863.24	\$ 10,358.90
Projected Sum of Personnel Expenses			\$ 194,997.69	\$ 2,339,972.31
Operating Expenses				
Video System Repair/Replace/Maintenance				\$ 200,000.00
Projected Sum of Operating Expenses				\$ 200,000.00
Projected Sum for Personnel and Operating Expenses FY 18/19				\$ 2,539,972.31

Description of Expense	FY 19/20 ¹			
	Hourly Rate	Projected Annual Hours	Projected Monthly Rate	Projected Annual Cost
Personnel Expenses				
Deputy Sheriff (Boat)	\$ 184.73	10,950	\$ 168,570.60	\$ 2,022,847.16
Liability (3%)	\$ 5.54	10,950	\$ 5,057.12	\$ 60,685.41
Sergeant (Boat)	\$ 202.66	1,789	\$ 30,213.46	\$ 362,561.51
Liability (3%)	\$ 6.08	1,789	\$ 906.40	\$ 10,876.85
Projected Sum of Personnel Expenses			\$ 204,747.58	\$ 2,456,970.93
Operating Expenses				
Video System Repair/Replace/Maintenance				\$ 200,000.00
Projected Sum of Operating Expenses				\$ 200,000.00
Projected Sum for Personnel and Operating Expenses FY 18/19				\$ 2,656,970.93

Projected Sum for Contract Total: \$ 5,568,887.12

¹ Projected rate only. Actual rate may vary and will be provided by the Los Angeles County Auditor-Controller's Office prior to the beginning of the fiscal year.

Agency Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Bidder: _____

Print Name and Title: _____

Date: _____

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D—Special Terms and Conditions for
Department of Water Resources
(Local Public Entities - Payables)**

1. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

2. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first \$25,000 for each subcontract."

7. **COMPUTER SOFTWARE:** For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. **REPORT OF RECYCLED CONTENT CERTIFICATION:** In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.
9. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: .
10. **TERMINATION CLAUSE:** The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
11. **CONTRACTOR COOPERATION DURING INVESTIGATION:** Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
12. **CONFLICT OF INTEREST:**
 - a. **Current and Former State Employees:** Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) **Current State Employees:** (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) **Former State Employees:** (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

- (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

- (a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

f. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

13. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

- a) The General Terms and Conditions;
- b) The Std. 213;
- c) The Scope of Work;
- d) Any other incorporated attachments in the Contract by reference

**EXHIBIT E
ADDITIONAL PROVISIONS**

1. CERTIFICATE OF INSURANCE

a. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within 5 business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- viii. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ix. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.

- x. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
- b. **Insurance Requirements:** The contractor shall furnish to the State evidence of the following required insurance:
- i. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the contract number and the following additional insured designation and endorsement:
- “The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.”**
- The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- ii. Workers Compensation and Employers Liability – Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Policy shall be endorsement to include a Waiver of Subrogation endorsement in favor of the State of California.**
- iii. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**
- iv. Watercraft Liability – Contractor shall maintain watercraft liability with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy should provide the additional insured designation via endorsement, and the endorsement is to be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

Subsequent renewals of the insurance certificate will be sent to the following name and address which also will appear on the certificate as the certificate holder.

The Department of Water Resources
Division of Operations and Maintenance
Attn: Linda Adams
34534 116th Street East
Pearblossom, California, 93553.

2. OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT

The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Contractor where such expense is charged to and/or reimbursed from contract funds.

No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the State. All equipment of any kind, purchased or reimbursed with contract funds or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered State equipment and the property of the State.

The State may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the State, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the State with no expense to the State.

The Contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (SAM Section 8600). A copy of the inventory record must be submitted to the State on request by the State.

3. INDEMNIFICATION

The Los Angeles County Sheriff's Department agrees to indemnify, defend and save harmless the Department of Water Resources, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of an act or omission by the Los Angeles County Sheriff's Department or any person or entity contracting with the Los Angeles County Sheriff's Department in the performance of this Agreement.

EXHIBIT F

ADDITIONAL PROVISIONS - COUNTY OF LOS ANGELES

1.0 ADMINISTRATION OF PERSONNEL

- 1.1 The discipline of officers and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 1.2 With Paragraph 1.1 above, in the event of an unresolved dispute, the County shall have final and conclusive determination as between the parties hereto.
- 1.3 All State employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the State and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No State employees shall become employees of the County.
- 1.4 The State shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said State. Except as herein otherwise specified, the State shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the State.
- 1.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

2.0 INDEMNIFICATION BY STATE

- 2.1 The State 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 the State's acts and/or omissions arising from and/or relating to this Agreement.

3.0 RIGHT OF TERMINATION

- 3.1 The County may terminate this Agreement with or without cause by giving not less than thirty (30) calendar days advance written notice to the State.
- 3.2 Notwithstanding the foregoing, the Sheriff's Department may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 3.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

4.0 BILLING RATES

- 4.1 For and in consideration of the rendition of the law enforcement services to be performed by the County for the State under this Agreement, the State shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Attachment 1, Hourly Rate Sheet for Law Enforcement Services, of Exhibit B, Budget Detail and Payment Provisions, as established by the County Auditor-Controller.
- 4.2 The billing rates set forth on Attachment 1, Hourly Rate Sheet for Law Enforcement Services, of Exhibit B, Budget Detail and Payment Provisions, shall be readjusted annually by the County Auditor-Controller, effective July 1 of each year, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Los Angeles County Board of Supervisors. The annual rate adjustment

shall be reflected in a revised Attachment 1, Hourly Rate Sheet for Law Enforcement Services, of Exhibit B, Budget Detail and Payment Provisions, which shall be attached as an Amendment to the Agreement to reflect the change in billing rates each fiscal year.

5.0 SELF-INSURANCE

6.1 The State acknowledges that the County is self-insured, and the State agrees that County may utilize self-insurance to meet its obligations under Exhibit E, Additional Provisions, of this Agreement.