



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF  
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —



## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

38 December 4, 2018

December 04, 2018

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

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACT WITH SRA INTERNATIONAL, INCORPORATED FOR  
INTELLIGENCE ANALYST SERVICES FOR THE JOINT REGIONAL INTELLIGENCE CENTER  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval of a contract with SRA International, Incorporated (SRA) for Intelligence Analyst Services (Services) for the Joint Regional Intelligence Center (JRIC). The Services will enable the Department to provide JRIC with intelligence analysts who analyze and provide crime and threat assessments for use by local, state, and federal partners within JRIC's area of responsibility.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached contract with SRA for the provision of Services for JRIC for the period commencing December 19, 2018, through December 18, 2019, with an option to extend for up to four additional one-year periods, with a Maximum contract Sum not to exceed \$19,746,336 for the term of the contract, which will be funded by two grants from the United States Department of Homeland Security (DHS): (1) Urban Areas Security Initiative (UASI) Grant Program distributed through the California Governor's Office of Emergency Services (Cal OES), through the City of Los Angeles, and (2) State Homeland Security Program (SHSP), which funds the Regional Threat Assessment Center (RTAC).
2. Delegate authority to the Sheriff, or his designee, to execute Change Orders and Amendments to the contract as set forth throughout the contract including to: (1) effectuate modifications which do not materially affect any term of the contract; (2) add new or revised standard County contract provisions adopted by the Board as required periodically; (3) execute option term extensions of the contract; (4) effectuate an assignment of rights or delegation of duties pursuant to the assignment

and delegation/mergers or acquisitions provision; (5) decrease the number of intelligence analysts; and (6) increase the number of intelligence analysts provided such increase, does not increase the Maximum Contract Sum.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will allow the Department to establish a new contract for Services for JRIC and avoid interruption of Services essential to identifying, analyzing, and providing crime and threat assessments for use by law enforcement and criminal justice departments throughout the County.

#### Background

There are six Fusion Centers in the State of California. JRIC is the Department of Homeland Security designated Fusion Center for the Central District of California. JRIC operates with the use of intelligence analysts who are credentialed in various areas of subject matter expertise, including domestic terrorism, international terrorism, cybersecurity, and critical infrastructure. These intelligence analysts identify criminal patterns, trends, and organized criminal activity for use by first responders and public safety executives.

JRIC is an interagency task force comprised of local, state, and federal agencies who work together to share information and resources to identify and respond to threats of terrorism. The mission of JRIC is to collect and analyze information and to disseminate threat intelligence to local, state, and federal partners within JRIC's area of responsibility.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically by providing intelligence analysts who analyze and provide crime and threat assessment for use by law enforcement and criminal justice departments.

### **FISCAL IMPACT/FINANCING**

The contract will be funded by two grants from DHS: (1) UASI Grant distributed through Cal OES, through the City of Los Angeles Sub-Recipient Agreement Number C-131830, and (2) SHSP Grant which funds the RTAC. The contract will be subject to all policies, provisions, and requirements of these grants.

There is no cost-share or matching funds requirement. There is no net County cost contribution for this contract.

The cost of Services under the contract increases each year in accordance with Exhibit B (Price Sheet) of the contract, and shall not exceed the Maximum Contract Sum of \$19,746,336 for up to 24 intelligence analysts per contract year.

The cost for the initial requested service level of 18 intelligence analysts per contract year is as follows:

Initial term	(December 19, 2018 – December 18, 2019)	\$ 2,991,398.40
1st year option term	(December 19, 2019 – December 18, 2020)	3,057,964.80
2nd year option term	(December 19, 2020 – December 18, 2021)	3,125,894.40
3rd year option term	(December 19, 2021 – December 18, 2022)	3,197,126.40
4th year option term	(December 19, 2022 – December 18, 2023)	3,273,177.60
	Total:	\$15,645,561.60

For Fiscal Year (FY) 2018-19, the estimated costs of Services for the 18 intelligence analysts will be \$1,495,699.20 (which represents a portion of the above-identified \$2,991,398.40 reflected for the initial term) and will be funded as follows by the following grant awards: 2017 UASI \$864,182.40; 2016 RTAC \$412,000, and 2017 RTAC \$219,516.80.

Sufficient expenditure and revenue appropriations for both the 2016 and 2017 RTAC grant awards are included in the Department's FY 2018-19 Final Adopted Budget. The Department will be submitting a budget adjustment in the County's first midyear budget adjustment to reflect the balance of the 2017 UASI grant award which was not reflected in the Department's FY 2018-19 Final Adopted Budget. Included as part of the Department's FY 2018-19 Final Adopted Budget is a total of \$313,000 in 2017 UASI funds. Approval of the midyear budget adjustment will ensure sufficient appropriations are budgeted for the estimated FY 2018-19 contract expense of \$1,495,699.20.

The Department will ensure sufficient funds are budgeted and appropriated in future FY's for the term of this contract. Should the award for either the UASI grant for this contract or the SHSP grant that funds the RTAC be decreased, the Department will adjust the Services as necessary to ensure no net County cost is incurred for the contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

At the commencement of the contract, SRA will provide an initial Service level of 18 intelligence analysts. During the term of the contract, and availability of grant funding, SRA may be requested to provide up to 24 intelligence analysts, as specified in the contract and Price Sheet.

SRA agrees to 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 SRA's acts/or omissions arising from and/or relating to the contract. This indemnification requirement deviates from the County standard indemnification language, and after consultation with Chief Executive Office Risk Management, the Department believes this language is reasonable in light of Services to be provided.

The contract requires SRA to be in compliance with all Board and CEO requirements including the following County required provisions: Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Programs, Zero Tolerance Human Trafficking Policy, Fair Chance Employment Hiring Practices, and Compliance with the County Policy of Equity.

The contract has been approved as to form by County Counsel.

**CONTRACTING PROCESS**

On March 28, 2017, the Department posted a Request for Proposals (RFP) for Services for JRIC on the County's and Department's websites. A mandatory proposer's conference was held on April 11, 2017, of which three vendors attended. One vendor, SRA, submitted a proposal by the due date of May 11, 2017. SRA met the mandatory minimum qualifications and was selected for recommendation of the contract award.

The current agreement for JRIC Services expires on December 18, 2018.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

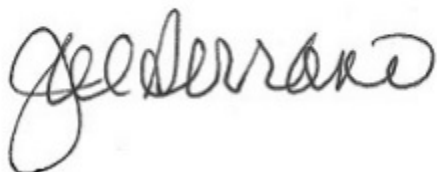
The California State Fusion Centers provide a level of security to law enforcement officials and community leaders through information sharing, therefore, the County is prepared to respond to and assist in the event of an act of terrorism.

**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the contract to the Department's Contracts Unit.

Sincerely,

JIM McDONNELL, SHERIFF

A handwritten signature in cursive script, appearing to read "Jill Serrano".

JILL SERRANO  
ASSISTANT SHERIFF

JM:CTL:ctl

Enclosures



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SRA INTERNATIONAL, INC.**

**FOR**

**INTELLIGENCE ANALYST SERVICES**

**FOR JOINT REGIONAL INTELLIGENCE CENTER**

**CONTRACT  
 BY AND BETWEEN  
 COUNTY OF LOS ANGELES  
 AND  
 SRA INTERNATIONAL, INC.  
 FOR  
 INTELLIGENCE ANALYST SERVICES  
 FOR JOINT REGIONAL INTELLIGENCE CENTER**

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- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J Compliance with Fair Chance Employment Practices Certification

**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SRA INTERNATIONAL, INC.  
FOR  
INTELLIGENCE ANALYST SERVICES  
FOR JOINT REGIONAL INTELLIGENCE CENTER**

This Contract (Contract) is made and entered into this 4th day of December, 2018 by and between the County of Los Angeles (County) and SRA International, Inc. (Contractor), a corporation organized under the laws of Virginia, located at 15036 Conference Center Drive, Chantilly, Virginia 20151.

**RECITALS**

WHEREAS, the County may contract with private businesses for Intelligence Analyst Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Intelligence Analyst Services; and

WHEREAS, the Contractor represents that it possess the necessary special skills, knowledge, and technical competence, and staffing to provide such Intelligence Analyst Services; and

WHEREAS, the County, through the Department, desires to contract with Contractor for the provision of Intelligence Analyst Services for the Joint Regional Intelligence Center; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000 and otherwise.

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

# 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Services, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

## **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Price Sheet
- 1.3 Exhibit C - Contract Discrepancy Report
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Forms Required at the Time of Contract Execution
  - G1 - Contractor Acknowledgement and Confidentiality Agreement
  - G2 - Contractor Employee Acknowledgment and Agreement
  - G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J – Compliance with Fair Chance Employment Practices Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-

paragraph 8.1 (Change Orders and Amendments) and signed by both parties.

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

**2.1.1.1 Amendment:** has the meaning set forth in sub-paragraph 8.1 (Change Orders and Amendments).

**2.1.1.2 Board of Supervisors or Board:** The Board of Supervisors of the County of Los Angeles acting as governing body.

**2.1.1.3 Business Day:** Monday through Friday, excluding County observed holidays.

**2.1.1.4 Change Order:** has the meaning set for in sub-paragraph 8.1 (Change Orders and Amendments).

**2.1.1.5 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the Services to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, Services and other Work.

**2.1.1.6 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into a Contract with the County to perform or execute the Services covered by this Contract.

**2.1.1.7 Contractor Project Manager:** has the meaning set forth in sub-paragraph 7.2 (Contractor's Project Manager).

**2.1.1.8 County:** County of Los Angeles.

- 2.1.1.9 **County Project Director:** has the meaning set forth in sub-paragraph 6.2 (County's Project Director).
- 2.1.1.10 **County's Project Manager:** has the meaning set forth in sub-paragraph 6.3 (County's Project Manager).
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Department:** Los Angeles County Sheriff's Department.
- 2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.14 **Fusion Center:** Those entities which are designed to integrate federal intelligence efforts with state and local authorities. Such entities work under the auspices of local law enforcement, often integrating with the state's police force, Department of Justice, or Office of Emergency Management. The Fusion Center integrates law enforcement intelligence activities throughout the jurisdiction, providing federal authorities access to local information and databases, while simultaneously allowing federal agencies to disseminate intelligence materials to local authorities.
- 2.1.1.15 **Intelligence Analyst:** Contractor's staff providing Services as outlined under Exhibit A (Statement of Work). All Intelligence Analysts, the Systems Intelligence Analyst, and the Managing Senior Analyst are and shall be collectively referred to herein as "Intelligence Analysts" unless otherwise apparent from the context in which the term is used.
- 2.1.1.16 **JRIC:** The Joint Regional Intelligence Center, a Fusion Center collaboration between federal, state, and local law enforcement and public safety agencies for the Central District of California to integrate criminal and terrorism threat intelligence and provide intake, analysis, fusion, synthesis, and dissemination of that information.

- 2.1.1.17 **JRIC Governance Board:** The management body responsible for determining JRIC's direction, setting policy, and maintaining accountability for the actions of JRIC. This group consists of agency heads, or their designees, from participating core agencies. The JRIC Governance Board shall identify, agree upon, and articulate goals and objectives for JRIC.
- 2.1.1.18 **Maximum Annual Contract Sum:** The maximum total monetary amount payable by County to Contractor in any contract year for providing all Services required under this Contract, inclusive of all applicable salaries, benefits, administrative costs, overhead, and taxes, as further described in subparagraph 5.1.2 of this Contract and Exhibit B (Price Sheet).
- 2.1.1.19 **Maximum Contract Sum:** The total monetary amount that would be payable by County to Contractor for all Services that may be required under this Contract for the entire Term of the Contract, inclusive of all extension options exercised by County, as further described in subparagraph 5.1.3 of this Contract and Exhibit B (Price Sheet).
- 2.1.1.20 **Services:** The Intelligence Analyst services for JRIC required under this Contract.
- 2.1.1.21 **Sheriff:** The elected official who is the Sheriff of the County of Los Angeles.
- 2.1.1.22 **Statement of Work or SOW:** The Statement of Work attached as Exhibit A (Statement of Work) of this Contract, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.1.1.23 **Term:** has the meaning set forth in Paragraph 4 (Term of Contract).
- 2.1.1.24 **Work:** All tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor that is required pursuant to this Contract, including Exhibit A (Statement of Work) and all the Exhibits, and fully executed Change Orders and Amendments hereto.

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other Work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, Services, or other Work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4 TERM OF CONTRACT**

- 4.1 The Term of this Contract shall commence on December 19, 2018, and shall terminate on December 18, 2019, unless terminated earlier in whole or in part, as provided in the Contract.
- 4.2 The County shall have the sole option to extend this Contract Term for up to four (4) additional one (1) year periods, for a maximum total Contract Term not to exceed five (5) years. Each such extension option may be exercised at the sole discretion of the Sheriff as authorized by the Board of Supervisors in accordance with sub-paragraph 8.1.4 below.
- 4.3 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.
- 4.4 The Contractor shall notify Department when this Contract is within six (6) months of the expiration of the Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit E (County's Administration).

### **5 CONTRACT SUM**

#### **5.1 Total Contract Sum**

- 5.1.1 The hourly rates payable by County to Contractor for performing all tasks, deliverables, goods, Services and any other Work required under this Contract shall be as set forth on Exhibit B (Price Sheet) of this Contract. Such hourly rates shall be firm and fixed for the Term of this Contract.



5.1.2 The Maximum Annual Contract Sum authorized by County hereunder shall in no event, expressly or by implication, exceed the amounts set forth on Exhibit B (Price Sheet) of this Contract.

5.1.3 The Maximum Contract Sum authorized by County for the term of this Contract, inclusive of all option Term extensions, shall in no event, expressly or by implication, exceed \$19,746,336, which shall be allocated as set forth in Exhibit B (Price Sheet) of this Contract.

## **5.2 Written Approval for Reimbursement**

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

## **5.3 Notification of 75% of Total Contract Sum**

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five (75%) of the total Maximum Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E (County's Administration).

## **5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services

rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Contractor shall be paid for Services at the hourly rates set forth on Exhibit B (Price Sheet) only for the tasks, deliverables, goods, Services, and other Work actually performed and approved in writing by the County.

5.5.2 The Contractor shall submit a separate invoice for each grant funding source identified in Exhibit B (Price Sheet).

5.5.3 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of Services.

The Contractor shall prepare invoice format and content in the following manner:

- 5.5.3.1 County's Contract Number
- 5.5.3.2 Contractor's name and address
- 5.5.3.3 Invoice Number
- 5.5.3.4 Billing Period
- 5.5.3.5 Position title and number in accordance with Exhibit B (Price Sheet)
- 5.5.3.6 Hourly rate in accordance with Exhibit B (Price Sheet)
- 5.5.3.7 Grant funding source in accordance with Exhibit B (Price Sheet)
- 5.5.3.8 Timecards signed by employees and supervisors stamped confidential; and
- 5.5.3.9 All other documentation to support the allocation of costs

5.5.4 All invoices under this Contract shall be submitted as follows:

ORIGINAL TO:  
Los Angeles County Sheriff's Department  
Bobby Wyche, Captain  
4700 Ramona Blvd., 4<sup>th</sup> Floor  
Monterey Park, California 91754  
Email: BSWyche@lasd.org

COPY TO:  
Los Angeles County Sheriff's Department  
Hall of Justice  
Grants Unit – Grants Accounting  
211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012

**5.5.5 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or designee prior to any payment thereof.

In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.6 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or Services provided under a Contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of this Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternate is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

6.1.1 A listing of all County's Administration referenced in the following sub-paragraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director**

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 Consolidation of Duties**

County reserves the right to consolidate the duties of the County's Project Director, which duties are enumerated in sub-paragraph 6.2 (County's Project Director), and the duties of the County's Project Manager, which duties are enumerated in sub-paragraph 6.3 (County's Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Contract. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this sub-paragraph 6.4.

### **6.5 County Personnel**

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

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following sub-paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

## **7.2 Contractor's Project Manager**

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager on a regular basis.
- 7.2.3 The Contractor's Project Manager shall be a full-time Project Manager and shall not hold the title of any Intelligence Analyst and Project Manager concurrently. The Contractor's Project Manager shall be provided at the sole expense of the Contractor.

## **7.3 Approval of Contractor's Staff**

- 7.3.1 County approves the Contractor's Project Manager listed in sub-paragraph 7.2 (Contractor's Project Manager). The County's Project Director has the right to approve or disapprove any proposed replacement for the Contractor's Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of the Contractor's Project Manager, Contractor shall provide County with a resume of the proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor's Project Manager.
- 7.3.2 In the event Contractor should desire to remove any Contractor's personnel from performing Services under this Contract, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 7.3.3 Contractor shall, within thirty (30) calendar days of a vacancy, or as approved by the County's Project Manager, fill any vacancy in Contractor's personnel with an individual

sufficiently qualified to perform duties of the Contractor's personnel being replaced.

- 7.3.4 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor's personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.
- 7.3.5 The County's Project Director has the right to approve or disapprove the final appointment of an Intelligence Analyst or any proposed personnel replacement in accordance with Paragraph 3.0 (Contractor Hiring Requirements, General) of Exhibit A (Statement of Work) of this Contract.

#### **7.4 Contractor's Staff Identification Badges**

- 7.4.1 Contractor shall provide Contractor's staff a photo identification badge, which shall identify employee by name and physical description.
- 7.4.2 Contractor's staff shall wear a visible photo identification badge at all times on County property.
- 7.4.3 All identification badges are subject to approval by County Project Manager.

#### **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's employees performing Services under this Contract shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the

background investigation, County may request that the member of Contractor's staff be removed immediately from performing Services under this Contract. Contractor shall comply with County's request at any time during the Term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor'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.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 7.5 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor 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 Contractor 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor 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.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgment and Confidentiality Agreement), and Contractor shall cause each employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

7.6.5 Contractor shall cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

#### **7.7 Project Status Reports by Contractor**

In order to control expenditures and to ensure the reporting of Services provided by Contractor, Contractor's Project Manager shall provide the County's Project Manager with minimum monthly written reports (Project Status Reports) in accordance with Paragraph 7.0 (Contractor's Responsibilities), sub-paragraph 7.4 of Exhibit A (Statement of Work) of this Contract.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Change Orders and Amendments**

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this sub-paragraph 8.1 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 8.1.1 For any change which does not materially affect the scope of Work, period of performance, Term, Contract sum, payments, or any other term or condition of this Contract, a Change Order to the Contract shall be executed by the County's Project Director and Contractor's Project Manager.
- 8.1.2 For any change which materially affects the scope of Work, period of performance, Term, Contract sum, payments, or any other term or condition of this Contract, an Amendment to the Contract shall be negotiated and executed by the Board and Contractor.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the Term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Sheriff and Contractor. Any such Amendment affecting the cost or time for performance of Services under this Contract shall include adjustments of the Contract price, schedule or other applicable terms, in accordance with sub-paragraph 8.1.2.
- 8.1.4 Notwithstanding sub-paragraph 8.1.1 through 8.1.3 above, for (1) any option Term extension of the Contract, (2) modifications pursuant to sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), of this Contract, (3) any decrease in the number of Intelligence Analysts, or (4) any increase in the number of Intelligence Analysts that does not increase the Maximum Contract Sum, an Amendment to this Contract shall be executed by Contractor and the Sheriff or his designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, 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 this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

- 8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.4 Budget Reductions**

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

## **8.5 Complaints**

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

### **8.5.2 Complaint Procedures**

8.5.2.1 Within thirty (30) Business Days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) Business Days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under sub-paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor 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 Contractor 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor 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.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, “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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary Services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform Services for the County under this Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of this Contract may constitute a material breach of this

Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

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



## **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all

existing contracts the Contractor may have with the County.

### 8.12.3 **Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

### 8.12.4 **Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the

hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in Exhibit I (Safely Surrendered Baby Law), in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it

is now in compliance and shall during the Term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the

employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees pursuant to sub-paragraph 8.23 herein (Indemnification) from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

#### **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to sub-paragraph 8.1 (Change Orders and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 Fair Labor Standards**

- 8.19.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by the Contractor's employees for which the County may be

found jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 (Confidentiality).

## **8.23 Indemnification**

- 8.23.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") 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 Contractor's acts and/or omissions arising from and/or relating to this Contract.



## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in sub-paragraphs 8.24 and 8.25 of this Contract. 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 Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

8.24.2.1 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 the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County prior to Contractor's policy expiration dates. The County reserves the right to review complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its

financial rating and list any County required endorsement forms.

- 8.24.2.4 Neither the County's failure to obtain, nor the 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 the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to the County's Contract Compliance Manager in accordance with Exhibit E (County's Administration) of this Contract.
- 8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.3 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor'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 below what is required in the Contract. Failure to provide written notice of cancellation or any change in Required Insurance as set forth above may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Shall Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

#### **8.24.11 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.24.13 **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.

#### 8.24.14 **Alternative Risk Financing Programs**

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

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 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

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

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor 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 Contractor'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.
- 8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Sheriff, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Sheriff, or designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Sheriff, or designee, determines that there is a deficiency in the performance of this Contract that the Sheriff, or designee, deems are correctable by the Contractor over a certain time span, the Sheriff, or designee, will provide a written notice to the Contractor to

correct the deficiency within specified time frames. Should the Contractor fail to correct the deficiency within said time frame, the Sheriff, or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under such circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; or (c) Upon giving ten (10) Business Days' notice to the Contractor for failure to correct the deficiency, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

8.27.1 If the Contractor at any time during the Term of this Contract provides the exact same Services and personnel, under the exact same terms and conditions and in the exact same quantities, to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor 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, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor 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, 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.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, 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 this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of



this sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the 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 or suspending this Contract.

## **8.29 Non Exclusivity**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

## **8.30 Notice of Delays**

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, when reasonably possible within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

8.31.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Sheriff or his designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

8.32.1 The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; or (c) by electronic mail transmission, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County's Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the Term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its Services

and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the Term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the Term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the

Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County or (b) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the Term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills,

the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.40 Subcontracting**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
  - 8.40.2.1 A description of the Work to be performed by the subcontractor;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any Work hereunder, Contractor shall ensure delivery of all such documents to the County's Contract Compliance Manager in accordance with Exhibit E (County's Administration) of this Contract.

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- 8.42.2.1 Stop Work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
  - 8.43.1.1 Contractor has materially breached this Contract; or
  - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required either under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and Services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and Services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.



- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of sub-paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of sub-paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly

or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 (Termination for Insolvency) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The

rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.51.1 Contractor 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.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of

notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **8.53 Time Off for Voting**

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **8.54 Compliance with County's Zero Tolerance Human Trafficking**

8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing Services under this Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.54.3 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

### **8.55 Compliance with Fair Chance Employment Hiring Practices**

8.55.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.55.2 Contractor's certification of compliance is attached as Exhibit J (Compliance with Fair Chance Employment Hiring Practices Certification) of this Contract.

## **8.56 Compliance with the County Policy of Equity**

8.56.1 The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County of Policy of equity (CPOE) at <https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf>. The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SRA INTERNATIONAL, INC.  
FOR  
INTELLIGENCE ANALYST SERVICES  
FOR JOINT REGIONAL INTELLIGENCE CENTER**

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

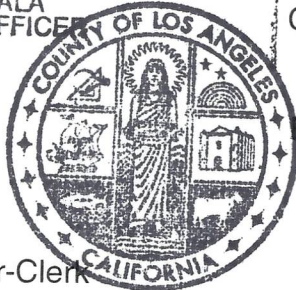
# 38      DEC 04 2018

SRA INTERNATIONAL, INC.

By [Signature]  
Name

DIRECTOR OF CONTRACTS  
Title

[Signature]  
CELIA ZAVALA  
EXECUTIVE OFFICER



COUNTY OF LOS ANGELES

By [Signature]  
Chair, Board of Supervisors

ATTEST:  
CELIA ZAVALA  
Executive Officer-Clerk  
of the Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

By [Signature]  
Deputy

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By [Signature]  
Principal Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK**

### **INTELLIGENCE ANALYST SERVICES FOR JOINT REGIONAL INTELLIGENCE CENTER**



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# STATEMENT OF WORK

## 1.0 OVERVIEW

This Statement of Work (SOW) defines the specific tasks and responsibilities of Contractor in providing highly trained Intelligence Analysts to the Joint Regional Intelligence Center (JRIC) in Los Angeles.

JRIC is the Department of Homeland Security-designated Fusion Center for the Central District of California, which is a collaborative effort between federal, state, local law enforcement and public safety agencies to integrate criminal and terrorism threat intelligence and provide intake, analysis, fusion, syntheses, and dissemination of that information. As such, JRIC operates with the use of highly trained Intelligence Analysts who are subject matter experts in counter-terrorism, including domestic terrorism, international terrorism, and critical infrastructure. These Intelligence Analysts are the backbone of every Fusion Center, as they analyze the patterns, trends, and evidence of organized criminal activity for use by the first responders and public safety executives.

Capitalized terms used in this SOW without the definition herein shall have the meanings given to such terms in Paragraph 2 (Definitions) of the Contract.

## 2.0 SCOPE OF WORK

2.1 Contractor shall initially provide eighteen (18) Intelligence Analysts in accordance with Exhibit B (Price Sheet) of the Contract. During the Term of the Contract, Contractor may be required to provide up to twenty-four (24) Intelligence Analysts in accordance with the SOW and Exhibit B (Price Sheet) of the Contract or more Intelligence Analysts as may be mutually agreed to by County and Contractor.

2.1.1 One of the Intelligence Analysts shall serve as a Systems Intelligence Analyst, who shall be the senior computer network systems administrator for JRIC.

2.1.2 One of the Intelligence Analysts shall serve as a Managing Senior Intelligence Analyst, who shall be the senior administrator for JRIC.

2.1.3 All Intelligence Analysts, the Systems Intelligence Analyst, and the Managing Senior Intelligence Analyst are and shall be collectively referred to herein as "Intelligence Analysts," unless otherwise apparent from the context in which the term is used.

2.1.4 It is anticipated that the Services required under the Contract will be funded in whole, or in part, by grants from the United States Department of Homeland Security (DHS), (1) 2016 State Homeland

Security Program (SHSP) Grant Award Number 2016-0102, which funds the Regional Threat Assessment Center (RTAC), and (2) 2017 Urban Area Security Initiative (UASI) Grant Program through the California Governor's Office of Emergency Services (Cal-OES), via City of Los Angeles, Sub-recipient Agreement Number C-131830 and all subsequent grant years and numbers, and, as such, shall be subject to all policies, provisions, and requirements of such grants.

2.1.5 The Department reserves the right to add or delete the number of Intelligence Analysts required throughout the Term of the Contract in accordance with sub-paragraph 8.1 (Change Orders and Amendments) of the Contract.

### **3.0 CONTRACTOR HIRING REQUIREMENTS, GENERAL**

- 3.1 Contractor shall recruit and hire Intelligence Analysts who have developed statewide and national relationships across multiple domain topics from public agencies and the private sector, in the areas of intelligence and counter-terrorism.
- 3.2 Contractor shall screen and validate each Intelligence Analyst's experience and suitability to determine and ensure that each Intelligence Analyst meets the qualifications required herein by the County.
- 3.3 Contractor's staff shall be required to pass the Department background check in accordance with sub-paragraph 7.5 (Background and Security Investigations) of the Contract.
- 3.4 Any expense associated with performing the screening and Department's background process of Intelligence Analysts shall be at the expense of the Contractor, regardless if Contractor's Intelligence Analysts are accepted or not by the Department.
- 3.5 Contractor shall make proposed Intelligence Analysts available for personal interview(s) conducted by Department or JRIC staff designated by County's Project Manager, prior to final appointment and the provision of Services under the Contract.
- 3.6 It shall be the sole discretion of the County's Project Director to approve the final appointment of a proposed Intelligence Analyst.
- 3.7 In the event of a personnel vacancy (either planned or unplanned), Contractor shall provide a replacement within thirty (30) calendar days, or as approved by the County's Project Manager.

## 4.0 REQUIRED SKILLS AND QUALIFICATIONS

### 4.1 Required Skills

The Intelligence Analysts provided by Contractor are required to support JRIC in counter-terrorism and all-crimes/all-hazards efforts.

4.1.1 Intelligence Analysts shall possess the following skills, but shall not be limited to, the following:

- Counter-terrorism, criminal and/or cyber intelligence;
- Critical infrastructure protection;
- Developed and established relationships with local, state, and Federal agency partners;
- Understanding of California Office of Emergency Services (CAL-OES), the California State Threat Assessment System (STAS), Fusion Center Network, law enforcement intelligence operations, and homeland security partners across the nation;
- Subject-matter expertise in the development and maintenance of strategic and tactical analysis capabilities; and
- Providing training for State and local public safety personnel.

4.1.2 Intelligence Analysts shall be subject-matter experts in intelligence analysis and critical infrastructure protection.

4.1.3 Intelligence Analysts shall have work experience in state and local Fusion Centers or intelligence units which provide tactical and strategic intelligence products to state and local public safety executives, local agency response personnel, and federal agencies.

4.1.4 Intelligence Analysts shall be subject-matter experts in various areas of counter-terrorism and intelligence, including but not limited to: international terrorism, domestic terrorism, and transportation security, weapons of mass destruction, cyber, agro-terrorism, public health, anti-terrorism/force protection, Critical Infrastructure/Key Resources (CIKR) protection, policy development, and acting as public safety liaison.

4.1.5 Intelligence Analysts shall possess a wide range of experience stemming from careers at Federal, state, and local agencies, among which may include: Central Intelligence Agency (CIA); Federal Bureau of Investigation (FBI); Department of Homeland Security (DHS) including the National Operations Center (NOC); Department of Defense (DOD); the California Department of Justice (DOJ); and local law enforcement agencies.

## 4.2 Qualifications

### 4.2.1 Contractor's Intelligence Analysts shall have:

- (a) a minimum of two (2) years of experience conducting intelligence analysis in a Federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

-AND-

- (b) a FEMA approved Intelligence Analyst training course certificate of completion within the first six (6) months of employment under this Contract.

A bachelor's degree or an associate's degree from an accredited institution is desirable.

### 4.2.2 Additionally, all Intelligence Analysts shall possess and demonstrate the following qualifications and experience:

- 4.2.2.1 Professional experience and formal training in analytical methodologies and tradecraft experience working in state and local Fusion Centers or intelligence units within Federal, state, or local law enforcement agencies.
- 4.2.2.2 Experience conducting all-source intelligence analysis, trend analysis and formal briefs.
- 4.2.2.3 Monitoring situational awareness (indications & warnings).
- 4.2.2.4 Producing strategic assessments, distributing and responding to requests for information, producing threat assessments.
- 4.2.2.5 Initiating topic-specific working groups, and providing local relevance to terrorist events occurring nationally or internationally.
- 4.2.2.6 Thorough understanding of the Fusion Center concept, as well as day to day operations, challenges, and relationships of all types of Fusion Centers.
- 4.2.2.7 Comprehensive understanding of critical infrastructure sites, and their interactions. Contractor

Intelligence Analysts will be integrated into JRIC and shall be fully aware of the needs of Fusion Centers and their constituents.

- 4.2.2.8 Established relationships with constituents throughout the JRIC area of responsibility to gain an understanding of their needs and concerns, facilitate information sharing, and to cement cooperative working relationships.
- 4.2.2.9 Previous leadership and participation in local working groups, to forge relationships between JRIC and its constituents, host meetings/training sessions focused on topics of utmost importance to constituent agencies and provide training on critical subjects within JRIC area of responsibility.
- 4.2.2.10 Prior experience synthesizing local, national, and international intelligence information with local situational awareness resulting in customized products for Federal, state, and local partners.
- 4.2.2.11 Competency in developing and implementing strategic, mission-support initiatives. These activities concentrate on improving core Fusion Center competencies to maintain and enhance strategic operations.
- 4.2.2.12 Certification in a FEMA-approved Intelligence Analyst training course that meets analytical training requirements for Fusion Center analysts set forth in the DHS grant programs.
- 4.2.2.13 All Intelligence Analysts shall possess, at a minimum, Interim Secret Security Clearance. However, most Intelligence Analysts should possess a Top Secret Security Clearance.

4.2.3 In addition to the qualifications and experience requirements set forth in sub-paragraphs 4.2.1 and 4.2.2 above, the Managing Senior Intelligence Analyst shall possess the following:

- 4.2.3.1 A bachelor's degree in a relevant field to include Criminal Justice Management. A Master's Degree in a directly relevant field is desirable.

4.2.3.2 A minimum of ten (10) years of experience in law enforcement/intelligence community, including five (5) years of supervisory and/or management experience. The five (5) years of supervisory and/or management experience must be at the level of a senior executive (i.e., equivalent to a Lieutenant/GS-14 or above) in a large law enforcement/intelligence organization.

4.2.3.3 Experience managing multi-agency operations, such as a task force.

4.2.3.4 Top Secret Security Clearance.

## 5.0 SPECIFIC WORK REQUIREMENTS

### 5.1 Intelligence Analyst

5.1.1 The Intelligence Analysts shall develop and produce:

- Analyses of integrated intelligence;
- Analytical products to include assessments and notifications;
- Subject matter expertise in an intelligence discipline;
- Research and evaluation of all source information;
- Tactical products to include intelligence bulletins, subject and/or organizational profiles, target packages, etc.;
- Organizational concepts of operations, policies and procedures related to intelligence operations;
- Continuity of operations plans;
- Inter- and intra-agency communications plans;
- Revisions to State's Homeland Security Strategy;
- Revisions to California's Critical Infrastructure Protection Program;
- Annual reports; and
- Various other reports in support of organizational initiatives.

5.1.2 The Intelligence Analysts shall, with little or no direction, identify gaps or shortfalls within programs, policies, and/or procedures to correct the deficiencies, and develop and implement new programs as required.

5.1.3 The Intelligence Analysts shall assist, as requested by County's Project Manager, with the development and implementation of training for State and local public safety personnel. The training may include California POST-Certified (Peace Officer Standards and Training) courses. The frequency of these training events will

be determined by JRIC's training unit and is subject to allocated grant funding and regional scheduling availability.

5.1.4 The Intelligence Analysts shall be required to input daily information in the Information and Intelligence Tracking Systems as directed by the County's Project Manager. Information shall include but shall not be limited to projects, analytical products, tasks, and statistical reports.

## 5.2 Systems Intelligence Analyst

5.2.1 The Systems Intelligence Analyst shall have the same specific responsibilities as the Intelligence Analysts set forth above in addition to the information technology (IT) tasks stated herein.

5.2.2 The Systems Intelligence Analyst shall serve as the senior network systems administrator, or IT administrator, assigned to JRIC.

5.2.3 The Systems Intelligence Analyst shall provide user account management and domain administrator support, and audio/visual support (i.e. display surface operations support, Video Tele-Conferencing (VTC) support, and Geo Spatial or Geographic support).

5.2.4 The Systems Intelligence Analyst shall have knowledge of Virtual Private Network (VPN) Secure Remote Access operations and be able to collaborate with the Department's Data Systems Bureau (DSB). In addition, the Systems Intelligence Analyst shall have the ability to implement IT upgrades and demonstrate expertise in website administration. Contractor shall ensure the Systems Intelligence Analyst maintains current knowledge of these systems and other technologies that will benefit JRIC, through a comprehensive annual training plan. Knowledge and demonstrated expertise shall include, but shall not be limited to:

- The Systems Intelligence Analyst shall have demonstrable experience in the deployment, utilization and maintenance of VPN systems;
- The Systems Intelligence Analyst shall have five (5) years' experience working with the U.S. Government and/or state and local police departments;
- The Systems Intelligence Analyst shall have completed training that provides knowledge and tools for network defense (Example: SANS boot camp);
- The Systems Intelligence Analyst shall be familiar with and be able to articulate the various VPN service providers; and



- The Systems Intelligence Analyst shall be able to articulate the capabilities, strengths and weaknesses of various VPN service providers.

5.2.5 The Systems Intelligence Analyst shall be able to formulate strategic plans for the development and replacement of JRIC IT systems.

5.2.6 General duties of the Systems Intelligence Analyst shall include, but shall not be limited to:

- Performing complex network and server administration functions;
- Maintaining hardware and operating systems, to include system configuration and upgrades;
- Installing, customizing, configuring and troubleshooting;
- Testing and optimizing moderate to complex physical infrastructure designs;
- Designing and implementing network security solutions, including elements such as end use trust relationships, access rights, and directories;
- Performing Virtual Local Area Networks (VLAN) configuration to support the installation and maintenance of Services over Internet Protocol Address (IP) such as audio, video and data;
- Analyzing network resource utilization;
- Implementing solutions to correct problems to ensure applications are accessible and functioning properly;
- Developing and recommending procedures for network management, including resource all decentralized and remote network Services;
- Planning and installing hardware upgrades for network servers, gateways, and associated telephone devices;
- Ensuring network security according to policies and procedures and documenting information processes;
- Tracking JRIC IT assets;
- Designing and maintaining more complex network architecture, including hubs, routers and associated hardware; and
- Providing in-depth support for information security incidents including internal violations viruses and system access.

### 5.3 Managing Senior Intelligence Analyst

5.3.1 In addition to the administrative and supervisory duties stated below, the Managing Senior Intelligence Analyst shall have the

same specific responsibilities as the Intelligence Analysts set forth in Paragraph 4.1 (Required Skills) above.

5.3.2 The Managing Senior Intelligence Analyst shall serve as the senior administrator for JRIC and shall represent the highest authority on the implementation of JRIC policies. All JRIC staff members are accountable to the Managing Senior Intelligence Analyst. The Managing Senior Intelligence Analyst shall be accountable to the JRIC Governance Board.

5.3.3 General duties of the Managing Senior Intelligence Analyst shall include, but shall not be limited to:

- Working under the general administrative direction of the JRIC Governance Board and ensuring that the intent of the JRIC Governance Board is enacted;
- Maintaining clear and consistent communication with the JRIC Governance Board regarding execution of programs and policies to achieve JRIC mission and goals;
- Coordinating and executing the overall intelligence and information-sharing program for JRIC;
- Developing, implementing, and periodically re-evaluating performance metrics to ensure JRIC effectively achieves its mission goals;
- Providing strategic direction to analytic efforts to ensure priority intelligence needs are met;
- Directing long-term planning for the center, including strategic planning for resources and staffing;
- Establishing guidelines, priorities, and management systems for day-to-day JRIC operations;
- Developing and reviewing intelligence-sharing and privacy-protection policies and procedures;
- Negotiating memoranda of understanding where necessary with partner intelligence, law enforcement, and public safety agencies;
- Representing JRIC in meetings with personnel from the public safety community, the US Intelligence Community, as well as other federal, tribal, state, local and private sector entities;
- Maintaining regular liaison with senior official counterparts from federal, tribal, state and local agencies to exchange information and collect data applicable to projects and intelligence reporting of possible terrorism-related activity to also include all crimes and all hazard events;
- Working closely with management at the other California Fusion Centers and State Threat Assessment Center (STAC) to ensure

that homeland security (to include national security, criminal and all hazard) intelligence gathering, analysis and dissemination is effectively coordinated across the state;

- Maintaining effective working relationships with intelligence agencies, law enforcement organizations, and regional public and private partners to ensure that JRIC intelligence assessments and requirements are coordinated;
- Working with section managers to ensure personnel are appropriately supervised;
- Reviewing staff training needs and determining training progress in conjunction with section managers;
- Leading the evolution of JRIC's capabilities to coincide with the mission statement; and
- Developing and leading JRIC's growth to enable a multi-jurisdictional, multi-disciplined operation or investigation with technology, space, staffing and supervision.

## **6.0 OTHER WORK REQUIREMENTS**

### **6.1 Work Locations**

6.1.1 The Work location for the Intelligence Analysts shall be:

Joint Regional Intelligence Center  
Los Angeles County Sheriff's Department  
JRIC Administration Section  
12440 Imperial Highway, Suite 700E  
Norwalk, California 90650

6.1.2 County reserves the right to change the Work location throughout the Term of this Contract, at the sole discretion of County's Project Director.

6.1.3 At the request of the County's Project Manager, Contractor and Intelligence Analysts will be required to attend various meetings and threat briefings throughout the state of California at a local, state, or Federal facility approved for SECRET level material.

### **6.2 Days and Hours of Operation, Schedule, Holidays and Overtime**

6.2.1 Work shall be conducted Monday through Friday, with an option, at the discretion of the County's Project Manager, of flexible work hours, for a total of forty (40) regular hours within a seven-day work week.

- 6.2.2 Contractor's Intelligence Analysts will be permitted time off at the Contractor's sole expense under this Contract for ten (10) holidays. At the beginning of each calendar year, Contractor will provide a list of recognized holidays for County approval. The holiday schedule may vary from year to year.
- 6.2.3 Contractor's Intelligence Analysts may be required to provide Services on holidays as set forth in sub-paragraph 6.2.2 above, or on an emergency basis outside of the established work schedule hours, based on the needs of the County. Contractor's Intelligence Analysts' established work schedule hours will be adjusted accordingly for that work week.
- 6.2.4 In addition to the ten (10) holidays, Contractor's Intelligence Analysts will be allotted two weeks (80 hours) of vacation time annually at the Contractor's sole expense. All requests for vacation time shall be approved in advance by the County's Project Manager.
- 6.2.5 County shall not pay Contractor for overtime worked by Intelligence Analysts. Alternatively, schedules may be adjusted to meet the needs of the Department. All adjusted schedules shall be approved in writing by the County's Project Manager.

## **7.0 CONTRACTOR'S RESPONSIBILITIES**

- 7.1 Contractor shall maintain one (1) or more telephone line(s) which are available twenty-four (24) hours per day, seven (7) days per week. In cases of emergency, the Contractor's Project Manager shall be accessible by conventional and/or cellular telephone. The access numbers shall be provided to the County's Project Manager during the Term of the Contract.
- 7.2 Contractor shall be able to effectively communicate in English, both orally and in writing.
- 7.3 Contractor shall be required, at Contractor's expense, to provide training for Intelligence Analysts, for up to twenty-four (24) hours per calendar year, as specified and approved by the County's Project Manager, throughout the Term of the Contract.
- 7.4 Contractor shall report all Work provided by Contractor by providing a monthly written report (Project Status Reports by Contractor) containing the information from the daily JRIC Tracking Systems and any such other information as the County's Project Director or County's Project Manager may reasonably request from time to time in accordance with sub-paragraph 7.7 (Project Status Reports by Contractor) of the Contract.

- 7.5 Contractor shall be solely liable and responsible for providing all compensation and benefits to all persons performing Work for Contractor pursuant to this Contract. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 7.6 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Contract.
- 7.7 Contractor and its employees and agents performing Work under this Contract shall maintain the confidentiality of all records and information, events, or circumstances which occur during the course of Contractor's performance under this Contract, 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.

## **8.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to be utilized by the Contractor as a self-monitoring tool to ensure the required Services are provided as specified in this Paragraph 8.0 (Quality Control Plan), of this SOW. The following factors may be included in the plan:

- 8.1 Activities to be monitored to ensure compliance with all Contract requirements;
- 8.2 Monitoring methods to be used;
- 8.3 Frequency of monitoring;
- 8.4 Samples of forms to be used in monitoring;
- 8.5 Title/level and qualifications of personnel performing monitoring functions; and
- 8.6 Documentation methods of all monitoring results, including any corrective action taken.

## **9.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, (Standard Terms and Conditions), sub-paragraph 8.15 (County's Quality Assurance Plan).

### **9.1 Monthly Meetings**

Contractor is required to attend a scheduled monthly meeting or conference call. Failure to attend will cause an assessment of one hundred dollars (\$100).

### **9.2 Contract Discrepancy Report (Exhibit C)**

Verbal notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Manager will determine whether a formal Contract Discrepancy Report, attached as Exhibit C (Contract Discrepancy Report), of the Contract, shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Project Manager within ten (10) Business Days.

### **9.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **10.0 GREEN INITIATIVES**

**10.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

**10.2** Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
INTELLIGENCE ANALYST SERVICES FOR JOINT REGIONAL INTELLIGENCE CENTER  
EXHIBIT B (PRICE SHEET)**

NAME	ITEM DESCRIPTION	Initial Term		Option Term (1st Year)		Option Term (2nd Year)		Option Term (3rd Year)		Option Term (4th Year)	
		Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)
	Managing Sr Intelligence Analyst #1 (UASI)	\$ 137.30	\$ 263,616.00	\$ 140.37	\$ 269,510.40	\$ 143.56	\$ 275,635.20	\$ 146.83	\$ 281,913.60	\$ 150.39	\$ 288,748.80
	Intelligence Analyst #2 (UASI)	\$ 89.39	\$ 171,628.80	\$ 91.39	\$ 175,468.80	\$ 93.46	\$ 179,443.20	\$ 95.60	\$ 183,552.00	\$ 97.89	\$ 187,948.80
	Intelligence Analyst #3 (RTAC)	\$ 103.94	\$ 199,564.80	\$ 106.27	\$ 204,038.40	\$ 108.68	\$ 208,665.60	\$ 111.18	\$ 213,465.60	\$ 113.87	\$ 218,630.40
	Systems Intelligence Analyst #4 (UASI)	\$ 80.35	\$ 154,272.00	\$ 82.16	\$ 157,747.20	\$ 84.03	\$ 161,337.60	\$ 85.98	\$ 165,081.60	\$ 88.05	\$ 169,056.00
	Intelligence Analyst #5 (UASI)	\$ 60.61	\$ 116,371.20	\$ 61.96	\$ 118,963.20	\$ 63.37	\$ 121,670.40	\$ 64.82	\$ 124,454.40	\$ 66.36	\$ 127,411.20
	Intelligence Analyst #6 (RTAC)	\$ 107.80	\$ 206,976.00	\$ 110.20	\$ 211,584.00	\$ 112.71	\$ 216,403.20	\$ 115.31	\$ 221,395.20	\$ 118.10	\$ 226,752.00
	Intelligence Analyst #7 (UASI)	\$ 69.75	\$ 133,920.00	\$ 71.31	\$ 136,915.20	\$ 72.94	\$ 140,044.80	\$ 74.60	\$ 143,232.00	\$ 76.41	\$ 146,707.20
	Intelligence Analyst #8 (UASI)	\$ 74.13	\$ 142,329.60	\$ 75.80	\$ 145,536.00	\$ 77.50	\$ 148,800.00	\$ 79.29	\$ 152,236.80	\$ 81.21	\$ 155,923.20
	Intelligence Analyst #9 (UASI)	\$ 79.00	\$ 151,680.00	\$ 80.75	\$ 155,040.00	\$ 82.59	\$ 158,572.80	\$ 84.50	\$ 162,240.00	\$ 86.52	\$ 166,118.40
	Intelligence Analyst #10 (RTAC)	\$ 107.79	\$ 206,956.80	\$ 110.19	\$ 211,564.80	\$ 112.69	\$ 216,364.80	\$ 115.28	\$ 221,337.60	\$ 118.07	\$ 226,694.40
	Intelligence Analyst #11 (UASI)	\$ 58.08	\$ 111,513.60	\$ 59.38	\$ 114,009.60	\$ 60.74	\$ 116,620.80	\$ 62.15	\$ 119,328.00	\$ 63.64	\$ 122,188.80
	Intelligence Analyst #12 (RTAC)	\$ 69.61	\$ 133,651.20	\$ 71.19	\$ 136,684.80	\$ 72.79	\$ 139,756.80	\$ 74.48	\$ 143,001.60	\$ 76.29	\$ 146,476.80
	Intelligence Analyst #13 (UASI)	\$ 82.16	\$ 157,747.20	\$ 84.02	\$ 161,318.40	\$ 85.90	\$ 164,928.00	\$ 87.89	\$ 168,748.80	\$ 90.02	\$ 172,838.40
	Intelligence Analyst #14 (RTAC)	\$ 80.47	\$ 154,502.40	\$ 82.28	\$ 157,977.60	\$ 84.14	\$ 161,548.80	\$ 86.08	\$ 165,273.60	\$ 88.16	\$ 169,267.20
	Intelligence Analyst #15 (UASI)	\$ 78.64	\$ 150,988.80	\$ 80.41	\$ 154,387.20	\$ 82.23	\$ 157,881.60	\$ 84.12	\$ 161,510.40	\$ 86.15	\$ 165,408.00
	Intelligence Analyst #16 (RTAC)	\$ 109.58	\$ 210,393.60	\$ 111.89	\$ 214,828.80	\$ 114.03	\$ 218,937.60	\$ 116.45	\$ 223,584.00	\$ 118.94	\$ 228,364.80
	Intelligence Analyst #17 (UASI)	\$ 90.78	\$ 174,297.60	\$ 92.71	\$ 178,003.20	\$ 94.48	\$ 181,401.60	\$ 96.49	\$ 185,260.80	\$ 98.56	\$ 189,235.20
	Intelligence Analyst #18 (RTAC)	\$ 78.64	\$ 150,988.80	\$ 80.41	\$ 154,387.20	\$ 82.23	\$ 157,881.60	\$ 84.12	\$ 161,510.40	\$ 86.15	\$ 165,408.00
	<b>Current Service Level Sub-Total</b>										
	<b>Maximum Annual Contract Sum</b>		<b>\$ 2,991,398.40</b>		<b>\$ 3,057,964.80</b>		<b>\$ 3,125,894.40</b>		<b>\$ 3,197,126.40</b>		<b>\$ 3,273,177.60</b>
	<b>Current Service Level Total</b>										

NAME	ITEM DESCRIPTION	Initial Term		Option Term (1st Year)		Option Term (2nd Year)		Option Term (3rd Year)		Option Term (4th Year)	
		Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)	Hourly Rate	Annual Cost (1920 hours per year)
	OPTIONAL SERVICE LEVEL										
	Intelligence Analyst #19	\$ 57.72	\$ 110,822.40	\$ 59.02	\$ 113,318.40	\$ 60.35	\$ 115,872.00	\$ 61.74	\$ 118,540.80	\$ 63.23	\$ 121,401.60
	Intelligence Analyst #20	\$ 78.64	\$ 150,988.80	\$ 80.41	\$ 154,387.20	\$ 82.23	\$ 157,881.60	\$ 84.12	\$ 161,510.40	\$ 86.15	\$ 165,408.00
	Intelligence Analyst #21	\$ 57.90	\$ 111,168.00	\$ 59.21	\$ 113,683.20	\$ 60.56	\$ 116,275.20	\$ 61.95	\$ 118,944.00	\$ 63.46	\$ 121,843.20
	Intelligence Analyst #22	\$ 65.10	\$ 124,992.00	\$ 66.57	\$ 127,814.40	\$ 68.08	\$ 130,713.60	\$ 69.65	\$ 133,728.00	\$ 71.34	\$ 136,972.80
	Intelligence Analyst #23	\$ 92.63	\$ 177,849.60	\$ 94.72	\$ 181,862.40	\$ 96.87	\$ 185,990.40	\$ 99.09	\$ 190,252.80	\$ 101.49	\$ 194,860.80
	Intelligence Analyst #24	\$ 56.10	\$ 107,712.00	\$ 57.36	\$ 110,131.20	\$ 58.66	\$ 112,627.20	\$ 60.01	\$ 115,219.20	\$ 61.46	\$ 118,003.20
	<b>Optional Service Level Sub-Total</b>		<b>\$ 783,532.80</b>		<b>\$ 801,196.80</b>		<b>\$ 819,360.00</b>		<b>\$ 838,195.20</b>		<b>\$ 858,489.60</b>
	<b>Optional Service Level Sum Total</b>										
			<b>\$ 3,774,931.20</b>		<b>\$ 3,859,161.60</b>		<b>\$ 3,945,254.40</b>		<b>\$ 4,035,321.60</b>		<b>\$ 4,131,667.20</b>
	<b>Maximum Contract Sum</b>										<b>\$ 19,746,336.00</b>

Funding Sources:  
Department of Homeland Security, State Homeland Security Program (SHSP), which funds the Regional Threat Assessment Center (RTAC)  
Department of Homeland Security, Urban Areas Security Initiative (UASI) Grant Program, through the California Governor's Office of Emergency Services (Cal-OES) via City of Los Angeles

All items identified under Current Service Level are funded either through RTAC or UASI funds and invoiced in accordance with sub-paragraph 5.5 (Invoices and Payments)

\* Optional Service Level - based upon availability of grant funding. County may request additional Intelligence Analysts from this category to be added to the Current Service Level by executing an Amendment between County and Contractor in accordance with sub-paragraph 8.1.4 of the Contract.

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:** Prepared by County: \_\_\_\_\_ Received by Contractor: \_\_\_\_\_  
Returned by Contractor: \_\_\_\_\_  
Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative Date

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**  
County Representative's Signature and Date \_\_\_\_\_  
Contractor Representative's Signature and Date \_\_\_\_\_



## CONTRACTOR'S EEO CERTIFICATION

SRA International, Inc.

Contractor Name

15036 Conference Center Drive, Chantilly, Virginia 20151

Address

Internal Revenue Service Employer Identification Number

### 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

JOHN M. PURDON, DIRECTOR OF CONTRACTS

Authorized Official's Printed Name and Title

Authorized Official's Signature

OCT. 3<sup>RD</sup>, 2018

Date

# COUNTY'S ADMINISTRATION

EXHIBIT E

CONTRACT NO. \_\_\_\_\_

## COUNTY PROJECT DIRECTOR:

Name: Bobby Wyche

Title: Captain

Address: 4700 Ramona Blvd., 4<sup>th</sup> Floor  
Monterey Park, California 91754

Telephone: (562) 946-7847 Facsimile: (323) 415-7113

E-Mail Address: [BSWyche@lasd.org](mailto:BSWyche@lasd.org)

## COUNTY PROJECT MANAGER:

Name: Jennifer Seetoo

Title: Lieutenant

Address: 12440 East Imperial Hwy., Suite 700  
Norwalk, California 90650

Telephone: (562) 345-1182 Facsimile: (323) 415-1909

E-Mail Address: [jseetoo@lasd.org](mailto:jseetoo@lasd.org)

## COUNTY CONTRACT PROJECT MONITOR:

Name: Phyllis Antuna

Title: Sergeant

Address: 211 W. Temple Street 6<sup>th</sup> Floor  
Los Angeles, California 90012

Telephone: (213) 229-3252 Facsimile: (323) 415-3048

E-Mail Address: [platuna@lasd.org](mailto:platuna@lasd.org)

# CONTRACTOR'S ADMINISTRATION

EXHIBIT F

**CONTRACTOR'S NAME:** SRA International, Inc.

CONTRACT NO: \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Michelle Sosa  
Title: Project Manager  
Address: 12440 Imperial Highway, Suite 700  
Norwalk, California 90650  
Telephone: (562) 228-8687  
Facsimile: N/A  
E-Mail Address: michelle.sosa@qdit.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: John M. Purdon  
Title: Director of Contracts  
Address: 15036 Conference Center Drive  
Chantilly, Virginia 20151  
Telephone: (609) 335-1374  
Facsimile: N/A  
E-Mail Address: john.purdon@csra.com

Name: Jeanette Lucky  
Title: Contracts Manager  
Address: 15036 Conference Center Drive  
Chantilly, Virginia 20151  
Telephone: (571) 446-5317  
Facsimile: N/A  
E-Mail Address: jeanette.lucky@csra.com

**Notices to Contractor shall be sent to the following:**

Name: John M. Purdon  
Title: Director of Contracts  
Address: 15036 Conference Center Drive  
Chantilly, Virginia 20151  
Telephone: (609) 335-1374  
Facsimile: N/A  
E-Mail Address: john.purdon@csra.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME SAA INTERNATIONAL, INC Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 10 / 3 / 2018

PRINTED NAME: JOHN M. PURDON  
DIRECTOR OF CONTRACTS

POSITION: DIRECTOR OF CONTRACTS

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name SRA International Inc. Contract No. \_\_\_\_\_

Employee Name Michelle Sosa

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Michelle Sosa

DATE: 10/09/2018

PRINTED NAME: Michelle Sosa

POSITION: Project Manager

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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.

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- 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)



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**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)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafea.org](http://www.babysafea.org)



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.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

### 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?

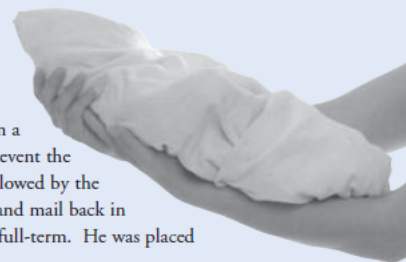
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### 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*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafela.org](http://www.babysafela.org)



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# 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, infórmelo 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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.





**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

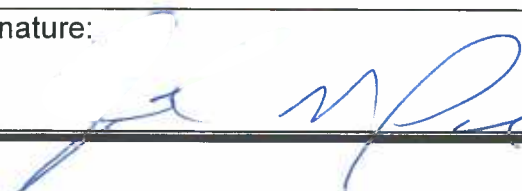
Company Name: <u>SRA INTERNATIONAL, INC.</u>		
Company Address: <u>15036 CONFERENCE CENTER DRIVE</u>		
City: <u>CHANTILLY</u>	State: <u>VA</u>	Zip Code: <u>20151</u>
Telephone Number: <u>6093351374</u>		Email address: <u>JOHN.PURDON@CSRA.COM</u>
Contract for Intelligence Analyst Services for JRIC		

**CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing Work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in termination of any Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: <u>JOHN M. PURDON</u>	Title: <u>DIRECTOR OF CONTRACTS</u>
Signature: 	Date: <u>10/3/2018</u>