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

LEROY D. BACA, SHERIFF

July 6, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
#40 JULY 6, 2010
Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION FOR SECURITY AND MOVEMENT OF STATE PAROLEES DURING REVOCATION PROCEEDINGS (FIRST DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of an Agreement with the State of California Department of Corrections and Rehabilitation (CDCR), effective July 1, 2010, through June 30, 2013, with an option to renew for two additional one-year periods. The Department will be fully reimbursed for providing security when parole revocation hearings are conducted in Department jail facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the attached Resolution (Attachment A) approving and delegating authority to the Sheriff to execute Agreement Number 5600001199 (Agreement - Attachment B) with CDCR, effective July 1, 2010, through June 30, 2013, with an option to renew for two additional one-year periods upon the mutual consent of CDCR and the Department. The maximum contract amount of $19,468,899 is for the Department to provide movement and security of State parolees during parole revocation hearings in the Department's jail facilities at Men's Central Jail (MCJ) and Pitchess Detention Center (PDC).

2. Delegate authority to the Sheriff to execute the Agreement with CDCR for the Department to provide this service.

3. Authorize the Department to execute any amendments to the Agreement if it is deemed to be in the best interest of the County of Los Angeles (County).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department requests approval of the Agreement with CDCR to continue to provide security during the movement and processing of State parolees for parole revocation hearings at MCJ and PDC.

Prior to 2005, the Department provided this service by utilizing existing custody personnel whose costs were partially reimbursed by State funding, pursuant to Penal Code Section 4016.5. However, when the State was compelled in January 2005, under the Valdivia v. Schwarzenegger settlement, to provide State parolees with timely parole revocation hearings, the State entered into an Agreement with the County and funded the increases to the enhancements in security and inmate movement as they pertain to the revocation hearings. The current Agreement expires June 30, 2010. The State will continue to finance all parole hearing security and transportation positions under the Agreement, which will include 39 fully funded sworn security positions.

As a result of this Agreement, modifications to Cell 41 at MCJ are required by CDCR. These space refurbishments include the installation of both service and visiting type windows, minor demolition of interior walls and benches, and conversion of an unused x-ray room into support space. The capital project cost is estimated at $250,000. These costs are included in the State's Fiscal Year (FY) 2010-11 Budget Act. We plan to return to your Board with recommendations to establish a capital project, provide environmental documentation, identify funding, and request approval of the project budget and schedule.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by allowing the Department to continue to work in partnership with the State to efficiently and effectively conduct parole revocation hearings at Department jail facilities.

FISCAL IMPACT/FINANCING

The State's FY 2010-11 Budget Act includes funding to fully reimburse the County for services under the Agreement. The estimated cost of the program during FY 2010-11 is $6.6 million.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Resolution approves the Agreement and delegates authority to the Sheriff to execute the Agreement on behalf of the County.

With your Board's approval, the Agreement will allow the dedicated custody personnel to provide the level of service required by the State to meet the Valdivia v Schwarzenegger settlement in the County. This Agreement provides for mutual indemnification of the County and the State. The term of the Agreement shall be from July 1, 2010, through June 30, 2013, with an option to renew for two additional one-year periods upon the mutual consent of CDCR and the Department. The maximum contract amount is $19,468,899. Under the Agreement, either party may terminate the Agreement with a 30-day advance written notice.

The draft Agreement presented to the Department by CDCR in May 2010 had been modified from

the previous version approved by your Board in 2007. As such, additional time was needed by the parties to negotiate and modify certain terms, including but not limited to the indemnification and insurance provisions. During this process, such provisions were reviewed by CEO Risk Management.

The Resolution has been approved as to form by County Counsel. This Agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement is necessary to fund existing personnel for the Department to meet the State's settlement obligations. If your Board does not approve this Agreement, the State may be subject to Federal court penalties and may seek Federal authority to force the Department into compliance without an Agreement in place.

CONCLUSION

Upon conclusion by your Board, please return three originally executed resolutions to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

LEROY D. BACA
Sheriff

LDB:BAF:EA:ea

Enclosures

RESOLUTION

This RESOLUTION is adopted to certify the approval of the Board of Supervisors of the County of Los Angeles ("Governing Board") to accept the Agreement listed below with the State of California Department of Corrections and Rehabilitation (CDCR) whereby County of Los Angeles will be reimbursed for providing security when parole revocation hearings are conducted in County jail facilities identified in the Agreement and to authorize the designated personnel to sign the contract documents, including amendments, on behalf of the County of Los Angeles.

BE IT RESOLVED that the Governing Board of the County of Los Angeles authorizes entering into Agreement Number 5600001199 and that the person(s) listed below is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Gloria Molina	Chair, Governing Board	
Leroy D. Baca	Sheriff	

The foregoing resolution was on the 6TH day of JULY, 2010, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN

By _____
Deputy County Counsel

ATTACHMENT B

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER	
5600001199	
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME
Los Angeles County Sheriff's Department

2. The term of this Agreement is: July 1, 2010 through June 30, 2013

3. The maximum amount of this Agreement is $19,468,899.01
Nineteen Million Four Hundred Sixty Eight Thousand Eight Hundred Ninety Nine Dollars and One Cent

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A-1—List of Modifications to Cell 41	1 Page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Budget Rate Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC 307
Exhibit D – Special Terms and Conditions For Public Entity Agreements	12 pages
Attachment 1 – Cell 41 Project	1 Page
Attachment 2 – Cell 41 Renovation	3 Pages

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Los Angeles County Sheriff's Department

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING — PHONE
Leroy D. Baca, Sheriff

ADDRESS
4700 Ramona Blvd.
Monterey Park, CA 91754

STATE OF CALIFORNIA

AGENCY NAME
California Department of Corrections and Rehabilitation

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Tiffany Donohue, Chief, Service Contracts Section

ADDRESS
10000 Goethe Road, Suite C1, Sacramento, CA 95827

California Department of General Services Use Only

☐ Exempt per:

VALDIVIA REMEDIAL PLAN

I. AGREEMENT PROVISION

The Los Angeles County Sheriff's Department (LACSD) agrees to provide to the California Department of Corrections and Rehabilitation's (CDCR), Board of Parole Hearings (BPH), space and accommodations, as detailed herein, for conducting Valdivia processes and/or revocation hearings. The LACSD will provide parolee custody, transportation, hearing security and hearing facilities under the court mandated Valdivia Remedial Plan (VRP). Contracted space and accommodations will be provided for dedicated custody services as specified under the County Responsibilities Section of Exhibit A. The County shall also provide the BPH with access to holding cells and space, as required for attorney-client meetings.

All accommodations shall be American's with Disabilities Act (ADA) compliant, adequately sized and acceptable to CDCR equipped with operational heating, air conditioning and electrical, telephone and data line capability as required by the BPH. LACJ will provide BPH access to contracted accommodations as required for revocation processes. Restroom facilities shall be located within reasonable proximity to BPH designated accommodations.

II. TERM

This will be a three (3) year contract with an option to renew for two (2) additional one year periods upon mutual consent of both parties.

III. DEFINITIONS

County or Sheriff – The County of Los Angeles Sheriff's Department, its agents and employees.

State Representative – Any employee assigned by the CDCR, BPH to perform overall administrative liaison between the State and the County.

Facility Commander – The employee in charge of the County facility in which revocation proceedings are conducted. For purposes of this Agreement, the Facility Commander is in charge of the Los Angeles County Jail.

Notice – The process by which a parolee is served with documents relating to parole violation charge(s) including the Notice of Rights to Hearing, copy of the Violation Report, Screening Offer by the BPH, and other due process documents as appropriate.

BPH – The CDCR Adult Parole Board that conducts hearings for all parolees, in addition to inmates sentenced to life terms with the possibility of parole.

Probable Cause Hearing (PCH) - The purpose of the PCH is to determine whether or not there is sufficient justification to proceed to a hearing, unless the parolee waives that right or asks for a continuance. The PCH is conducted within thirteen (13) business days after a hold is placed for alleged violation of terms and conditions of parole.

Revocation Hearing - A BPH administrative proceeding where all known facts regarding a parole violation(s) are presented by the parole agent. The parole agent also presents a

description of the parolee's conduct while on parole and a recommendation appropriate to the case. The adverse/friendly witness and supervising parole agent take testimony in the parolee's presence. A decision is made by the BPH as to whether or not parole should be revoked.

IV. VALDIVIA REMEDIAL PLAN (VRP)

- In November, 2003, the BPH and CDCR reached a court-approved settlement to resolve a class action lawsuit brought by inmates against the State of California. The suit alleged that the State's parole revocation process violated the inmates' constitutional rights to a timely hearing.

- The settlement, approved and monitored by the U.S. District Court, requires the BPH to administer a Remedial Plan to ensure that parole revocation hearings are conducted within legally established time limits, while preserving the due process rights of inmates.

V. COUNTY RESPONSIBILITIES

- Provide Sheriff Deputies for movement of inmates and security as needed for serves, attorney consultations, and hearings. LACJ will provide BPH uniformed staff to deliver witnesses from all Reception Areas to the hearing room.
- Make all State inmates, scheduled for notices and hearings, available by 8:00 AM daily to a readily available holding cell.
- Facilitate witness access in and out of the hearing area to reduce time delays during hearings and consultations.
- Allow CDCR staff reasonable access to "notice" inmates in the designated notice area and/or their housing units Monday through Friday from 8:00AM to 5:00PM, with the exception of meal service times. CDCR and BPH access during non-standard hours and weekends on a case by case basis and with reasonable notice.

A. LOS ANGELES COUNTY JAIL (LACJ)

Provide BPH three (3) PCH rooms measuring a minimum of fifteen feet by fifteen feet, two (2) additional attorney visit rooms measuring a minimum of twelve feet by twelve feet, one (1) male holding room, and one (1) female holding room. In addition, the County will effect modifications to existing revocation hearing rooms to provide for a secure hallway to/from PCH rooms and provide wheelchair accessible witness bathroom facilities for use during revocation hearings.

The LACJ Cell 41 modification proposal will be according to the specifications provided by CDCR in the attached "Los Angeles County Men's Central Jail Cell 41 Renovation-Proposed Floor Plan" (Exhibit A-1). CDCR will reimburse LACJ for the renovations in arrears up to an agreed amount identified in the cost proposal.

B. PITCHESS DETENTION CENTER (PDC)

The County will provide the BPH with three (3) PCH rooms measuring thirteen (13) feet by thirteen (13) feet, two (2) revocation hearing rooms measuring fifteen (15) feet by fifteen (15) feet, one (1) additional room measuring thirteen (13) feet by thirteen (13) feet, and a second additional room measuring fifteen (15) feet by fifteen (15) feet.

VI. CDCR RESPONSIBILITIES

a. Comply with all policies and procedures for LACJ operations.
b. Provide office furnishings and equipment for BPH staff.
c. Agree to pay local, long distance and one-time setup telephone and data line charges incurred by BPH staff.
d. Establishes terms and conditions for persons released on parole in California;
e. Conducts parole revocation hearings for persons who violate the terms and conditions of parole;
f. Conducts certification, placement, and parole revocation hearings for mentally disordered offenders;
g. Conducts probable cause hearings for prisoners or parolees in revoked status who meet the criteria to be identified as sexually violent predators.

VII. MUTUAL AID

During the term of the Agreement it is anticipated that Parole Agents (PAs) may witness incidents while at the LACJ that may require rendering of mutual aid. Since PAs are peace officers, it is expected that guidelines be established specifying the PA's responsibility pursuant to PC830.5 (a)(5), authorizing PAs to provide mutual aid and assistance to law enforcement personnel under the following conditions:

a. The PA while performing his/her usual or authorized duties reasonably perceives an imminent life-threatening situation to other law enforcement personnel.
b. Local law enforcement personnel are observed to exhibit a clear and present need for assistance and the PA is called on for assistance.
c. PAs should render assistance that is the least endangering to themselves and third parties as circumstances and actual conditions warrant.
d. PAs shall not exceed the reasonable capability of their current resources in rendering aid to other law enforcement personnel.
e. PAs are prohibited from responding to routine radio traffic, unless parolees or civil addicts are involved. If a response is necessary concerning a parolee or civil addict, PAs may respond pursuant to current policies and procedures.

VIII. ADMINISTRATIVE REQUIREMENTS

All BPH staff shall comply with policy and procedures of County Facility operations which include, but are not limited to, security clearances, office rules, etc. The County agrees to facilitate security clearances and access as required for BPH staff to designated space and accommodations.

IX. LOS ANGELES COUNTY SHERIFF'S DEPARTMENT CONTACT INFORMATION

Notices, correspondence or communication relating to this Agreement should be directed to:

Los Angeles County Sheriff's Department
Contract Law Enforcement Unit
4700 Ramona Blvd.
Monterey Park, CA 91754
Phone Number: (323) 526-5737
Fax Number: (323) 267-6636

X. CDCR CONTACT INFORMATION

Should questions or issues arise during the term of this Agreement, contact the following CDCR offices:

- Billing/Payment Issues:
  Board of Parole Hearings
  Accounting Liaison Unit
  1515 K ST, Suite 600
  Sacramento, CA 95814
  Phone Number: (916) 322-9960
  Fax Number: (916) 322-9337

- Scope of Service/Performance Issues:
  Board of Parole Hearings
  Contract Liaison Unit
  1515 K ST, Suite 600
  Sacramento, CA 95814
  Phone Number: (916) 445-4485
  Fax Number: (916) 322-9337

- General Contract Issues:
  CDCR Office of Business Services
  10000 Goethe Road, Suite C
  Sacramento, CA 95827
  Phone Number: (916) 255-6191
  Fax Number: (916) 255-6187

LIST OF MODIFICATIONS TO CELL 41

The modification to Cell 41 will require some modifications to serve the minimum needs of the processes mandated by the Valdivia court injunction. The specific changes and their location have been identified in the attached floor plans. The minimum changes are itemized as follows:

1. The removal of existing cupboards and cabinets is required to increase office space and accommodate the serve windows.

2. The removal of a metal broom closet located in the space between the x-ray room and room 41, against the common wall of cell 39 is required to increase and clear space.

3. The removal of remaining X-Ray equipment and lead partition is required to clear space for supervisor and support staff use.

4. The installation of a security gate or wall to separate the entrance to Cell 41 and the hallway area between the Room 41/X-ray room space is necessary to create secure area for supervisor/support staff access from Room 41 to X-Ray room area

5. The installations of interior walls in the X-ray room are necessary to build Supervisor and Support Staff offices.

6. The modification will require the installation of three (3) "Serve Windows" on the wall adjacent to the entry to Room 41. This would require a cut out of this wall for the installation of the "Serve Windows" to security cages. These would be security cages for Custody Control cases and one designed with wider partitions and no metal stool to allow for wheelchair access.

7. There needs to be installation of Four (4) "visiting type" serve windows on the common wall of Cell 39. This will require the cut out of existing wall structure of Cell 39, located inside Room 41 through the wall to Cell 39. These serve windows would each have ; 1) Plexiglas dividers between each other for security and confidentiality issues; 2) a slot for paperwork and communication ports; and 3) metal stools bolted to the floor on each side.

8. The modification will require Installation of data and phone lines. This room currently has active jail data lines so they will not be necessary. The necessary CDCR data lines could be run directly from the Board of Parole Hearings (BPH) hearing areas over the Cell 39 area (Less than 10 foot width) to Room 41 or from the Probable Cause Hearing (PCH) hearing area adjacent to the X-Ray room.

9. Installation of Alarm System (Panic Button) will be required at two locations at the minimum, one in Room 41 and the other in the X-Ray room for staff safety and emergency response.

1. Funding

The funding for services provided under the terms of this Agreement shall be specific to this Agreement, separate from amounts detailed under any other Agreement between the County and the State.

The Authority for the State to obtain funding and enter into this Agreement comes from the Valdivia v. Schwarzenegger, United States District Court Stipulated Order for Permanent Injunctive Relief (Civ. S-94-0671 LKK/GGH) hereafter referred to as the Valdivia Remedial Plan (VRP).

2. Invoicing and Payment

a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor in accordance rates specified herein on Exhibit B-1, Rate Sheet, which are attached hereto and made a part of this Agreement.

b. The County shall sequentially number each monthly invoice. Each invoice shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Each form must have the original signature of the Facility Commander. The original signed form and two copies of the invoice for VRP services must be sent to:

Board of Parole Hearings
Fiscal Service Liaison Unit
Attn: Invoice Processing
PO Box 4036
Sacramento, CA 95812-4036

3. Budget Contingency Clause

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

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

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall

be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

5. City/County Rate Increase

It is understood that the city/county may regulate some or all of the contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the contractor may request from the State an increase in the rates stated in this Agreement. The contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

6. Subcontractors

Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

7. Advance Payment

Advance Payment for Public Entities

Pursuant to Government Code Section 6504, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty-five percent (25%) of the annual project budget for each fiscal year (FY). In order to receive such payment, the Contractor is required to sign and return the "*Acknowledgment of Advance Payment Provisions*" before an advance payment warrant is issued.

The State shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each FY. Invoices submitted for payment by the Contractor, in accordance with the budget proposal, will be reduced by the monthly installment amount. In the event that submitted invoices are less than the monthly installment, the remaining balance will be deducted from subsequent invoices.

In the event the Agreement is canceled by either party, the Contractor agrees to repay the balance of any outstanding payments due the State for advance payments within thirty (30) days after the Agreement is canceled.

Los Angeles County Sheriff's Department
California Department of Corrections and Rehabilitation
Budget Rate Sheet

Agreement Number 5600001199
Exhibit B-1
Revised May 11, 2010

VALDIVIA REMEDIAL PLAN
FULL COST RECOVERY
FISCAL YEAR 2010-11 Thru 2012-13

			Deputy Generalist	Deputy Bonus I	Sergeant	Custody Assistant	Annual Totals	Monthly Totals
Adjusted Annual S&W		(1)	83,364.00	88,032.00	108,720.00	53,438.00		
Employee Benefits:								
Sworn	54.128%	(1)	45,123.27	47,649.96	58,847.96			
Non-Sworn	40.379%	(1)				21,577.73		
Department Overhead	18.018%	(2)	15,020.44	15,861.51	19,589.05	9,628.40		
Custody Division Overhead	18.742%	(3)	15,624.29	16,499.17	20,376.57	10,015.48		
Total Annual Cost			159,131.99	168,042.65	207,533.58	94,659.61		
Men's Central Jail								
No. of Positions *			22	1	1	0		
Estimated Cost			3,500,903.74	168,042.65	207,533.58		3,876,479.97	$323,040.00
Pitchess Detention Center								
No. of Positions *			12	1	1	1		
Position Cost			1,909,583.86	168,042.65	207,533.58	94,659.61	2,379,819.70	198,318.31
Total Position Costs							6,256,299.67	521,358.31
Overtime Reimbursement							150,000.00	
Estimated Capital Projects:								
Total Cost for the Modification Cell 41 FY10/11 not to exceed							250,000.00	
Total Contract Costs for FY10/11							6,656,299.67	
Total Contract Costs for FY11/12							6,406,299.67	
Total Contract Costs for FY12/13							6,406,299.67	
Total Contract Costs							19,468,899.01	

(1) Per 2010-11 LECC Study.
(2) Per the 2010-11 Overhead Study.
(3) Per the 2009-10 Prisoner Maintenance Study.

* BPH and the County may negotiate increases and/or decreases to the dedicated custody levels

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

   As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

   Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

   The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

   A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Data**

   All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

   If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

   No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

   Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. **Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. **Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

5. **Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. **Extension of Term**

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

7. **Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the

jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

8. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more that twenty-five (25) percent of the total contract amount or $50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

9. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

10. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

11. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

12. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

13. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;

   1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.

d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

14. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

(1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;

(2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
(3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

(1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
(2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
(3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  (a) Using an official position for private gain;
  (b) Giving preferential treatment to any particular person;
  (c) Losing independence or impartiality;
  (d) Making a decision outside of official channels; and
  (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
(4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

(1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
(2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any

percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

15. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

16. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

17. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

18. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than $5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

19. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

20. Audit Reports

Local governmental entities shall submit, to the CDCR two (2) copies of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than nine (9) months after the end of the audit period.

Local governmental entities shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

21. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

22. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any

specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

23. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.
Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

24. Mutual Hold Harmless (Supersedes provision number 5, Indemnification, of Exhibit C)

Contractor agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by errors and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the Contractor, its officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by errors or omissions of the State as allowed by law.

25. Loss Leader

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. A "loss leader" is any article or product sold at less than cost: (a) Where the purpose is to induce, promote or encourage the purchase of other merchandise; or (b) Where the effect is a tendency or capacity to mislead or deceive purchasers or prospective purchasers; or (c) Where the effect is to divert trade from or otherwise injure competitors.

26. Insurance Requirements

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

27. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

28. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

29. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of CDCR, but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement, the Contractor agrees that if the provisions of the Agreement require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or

subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

   SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

   SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

   SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

f. It is a crime to encourage and/or assist a prison inmate to escape. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

   SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

   SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

30. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

31. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

32. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

33. Security Regulations

a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot.

Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.

d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.

e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.

g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.

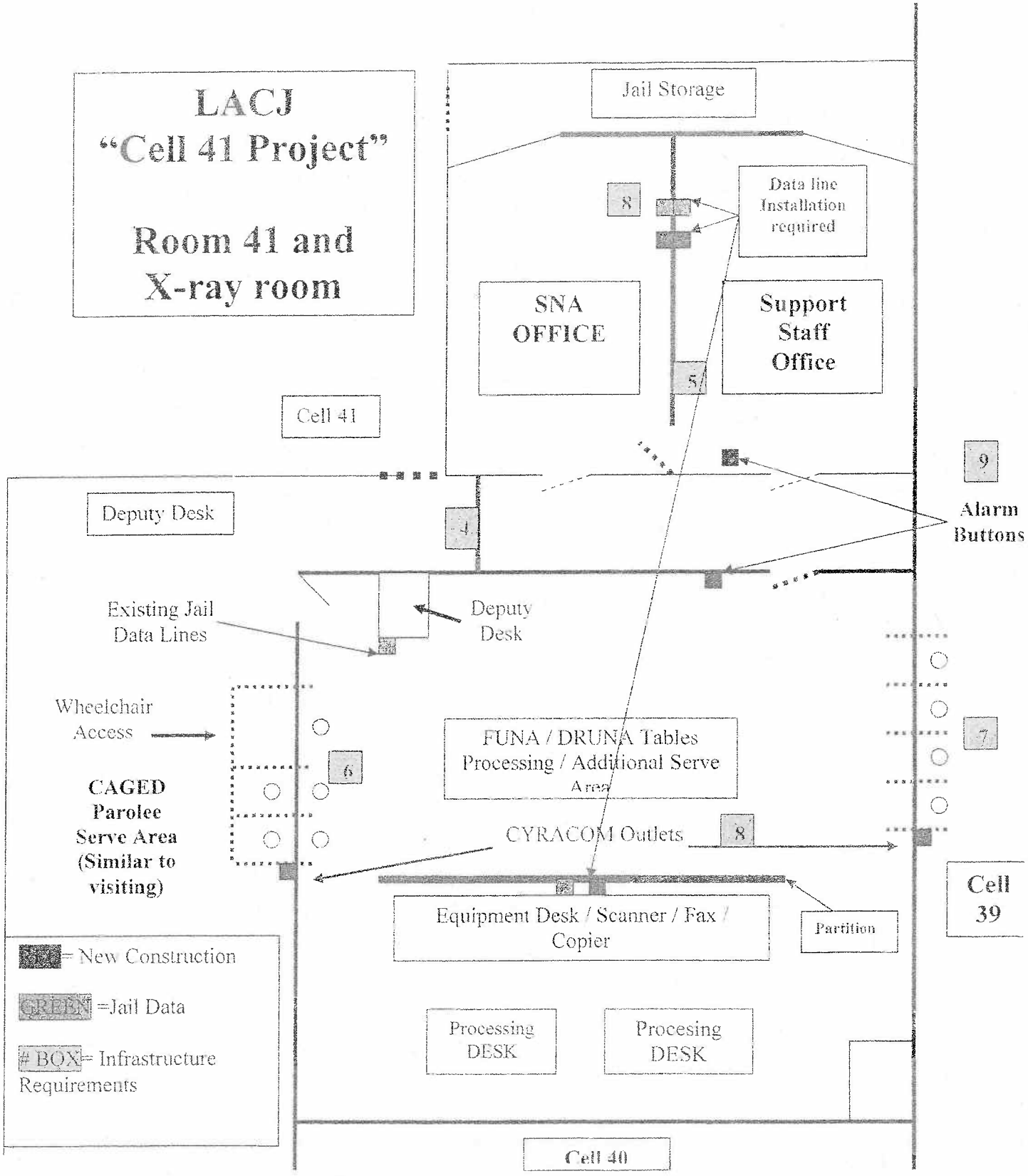
h. No picketing is allowed on State property.

34. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.


LACJ
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Room 41 and
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Support
Staff
Office
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Cell 41
9
Alarm
Buttons
Deputy Desk
4
Existing Jail
Data Lines
Deputy
Desk
Wheelchair
Access
CAGED
Parolee
Serve Area
(Similar to
visiting)
6
FUNA / DRUNA Tables
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Area
7
CYRACOM Outlets
8
Cell
39
Equipment Desk / Scanner / Fax /
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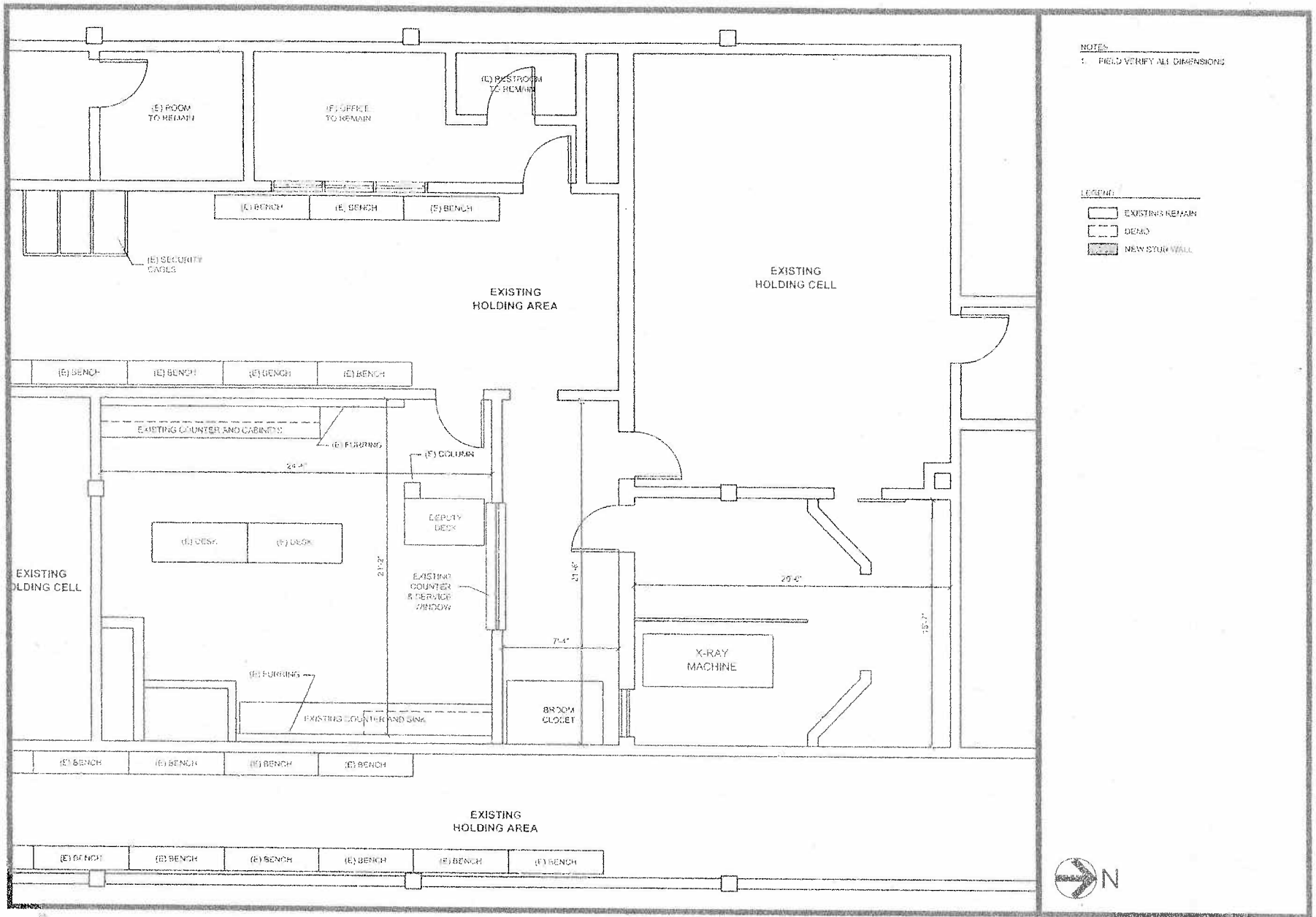
Requirements
Processing
DESK
Procesing
DESK
Cell 40

ATTACHMENT #2

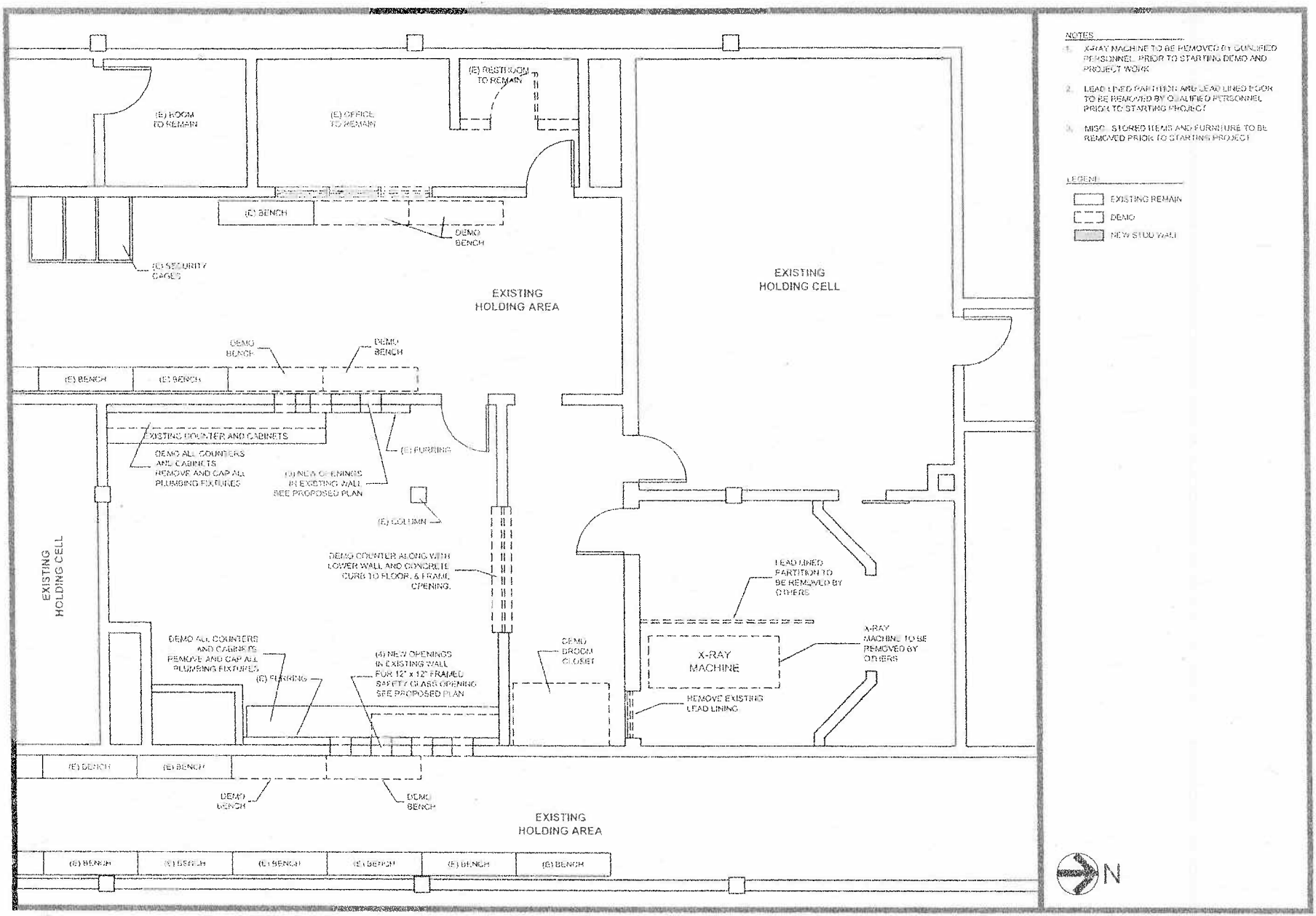


LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT
FACILITIES PLANNING BUREAU

LOS ANGELES COUNTY MEN'S CENTRAL JAIL CELL 41 RENOVATION
SCALE: 1/8" = 1'-0"

EXISTING FLOOR PLAN
07-13-09

1



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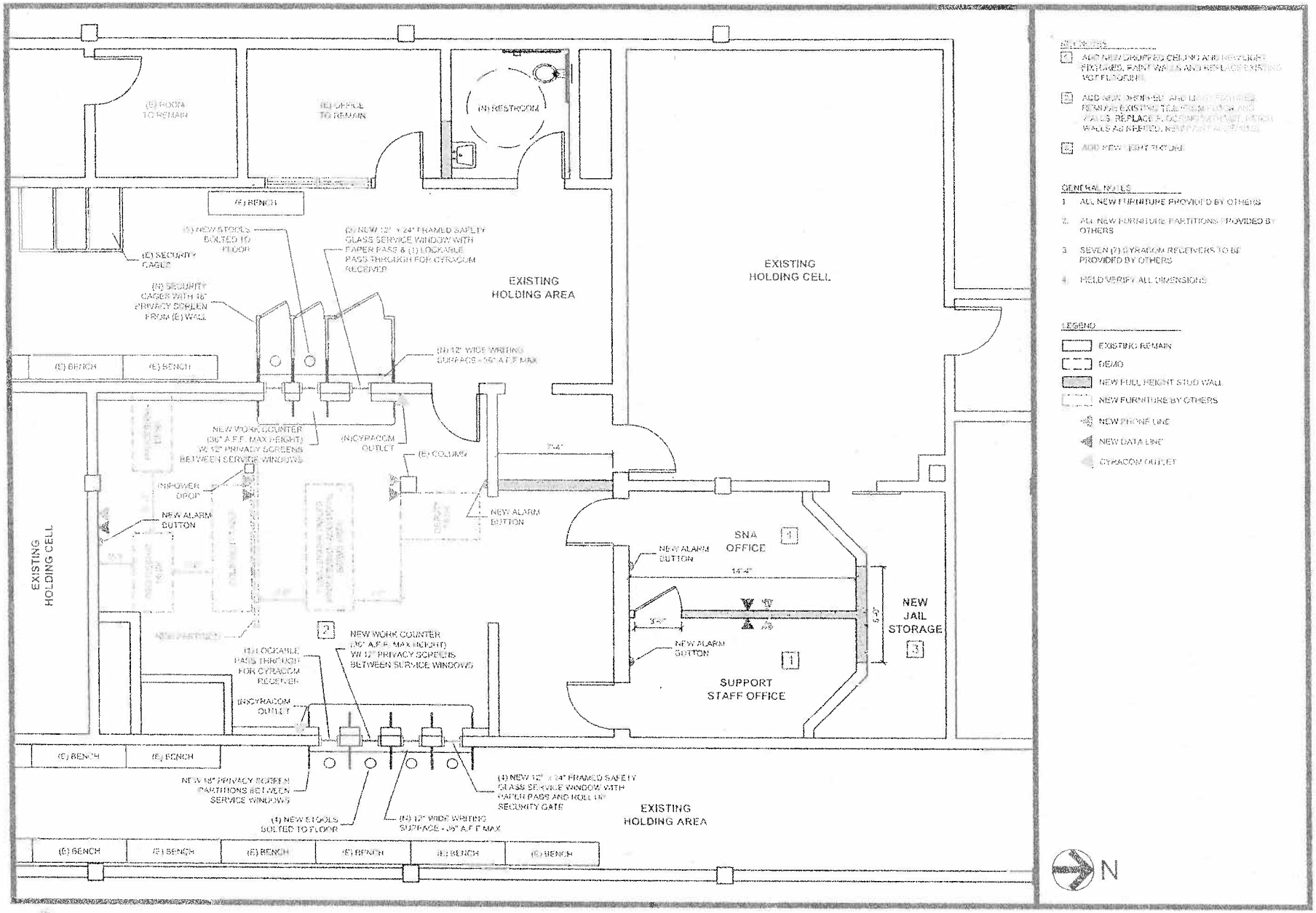
LOS ANGELES COUNTY MEN'S CENTRAL JAIL CELL 41 RENOVATION
SCALE: 1/8" = 1'-0"

PROPOSED DEMO PLAN
07-13-09

2



LOS ANGELES COUNTY
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FACILITIES PLANNING BUREAU

LOS ANGELES COUNTY MEN'S CENTRAL JAIL CELL 41 RENOVATION

SCALE: 1/8" = 1'-0"

PROPOSED FLOOR PLAN

07-13-09