



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, October 23, 2019

**TIME:** 10:00 a.m.

**LOCATION:** Kenneth Hahn Hall of Administration, **Conf. Rm. 830**

SACHI A. HAMAI  
Chief Executive Officer

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter:  
APPROVE AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC. AND DELEGATED AUTHORITY TO APPROVE FUTURE AGREEMENTS  
Speaker(s): Christopher Anderson and Heidi Oliva (Fire)
3. **PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:  
AUTHORIZE THE CHIEF PROBATION OFFICER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH URBAN STRATEGIES TO PROVIDE AND EVALUATE A TEEN PREGNANCY PREVENTION PROGRAM  
Speaker(s): Sheila Mitchell (Probation)
  - B. Board Letter:  
AUTHORIZATION TO ACCEPT FUNDS FROM THE BUREAU OF JUSTICE ASSISTANCE FOR THE PRISON RAPE ELIMINATION ACT EDUCATION PROGRAM  
Speaker(s): Sheila Mitchell (Probation)
4. **PUBLIC COMMENT**  
(2 minutes each speaker)
5. **ADJOURNMENT**

Wednesday, October 23, 2019

**6. UPCOMING ITEM(S):**

- A.** Board Letter:  
LOS ANGELES COUNTY PUBLIC DEFENDER HEATING, VENTILATION, AND AIR  
CONDITIONING PNEUMATIC LINE REFURBISHMENT PROJECT CATEGORICAL  
EXEMPTION ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87578  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
Speaker(s): Tony Eng (ISD), Matthew Diaz (CEO), and Jon Trochez (Public Defender)
- B.** Board Letter:  
REFORM AND OVERSIGHT EFFORTS: LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT  
Speaker(s): Max Huntsman (Office of Inspector General)



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
www.fire.lacounty.gov

*"Proud Protectors of Life, Property, and the Environment"*

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

MARK RIDLEY-THOMAS  
SECOND DISTRICT

SHEILA KUEHL  
THIRD DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

November 5, 2019

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

Dear Supervisors:

**APPROVE AGREEMENT BETWEEN  
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND THE COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC. AND  
DELEGATE AUTHORITY TO APPROVE FUTURE FOUNDATION AGREEMENTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into an agreement (Agreement) with the County of Los Angeles Fire Museum Association, Inc. (Fire Museum), a California nonprofit corporation, for the provision of services contemplated in the Agreement; and, to enter into future Agreements with affiliated foundations, support groups, and associations.

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE  
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS  
ANGELES COUNTY:**

1. Find that the Agreement is exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA Guidelines as the Agreement addresses incidental matters related to the provision of District services.
2. Approve and delegate authority to the Fire Chief, or his designee, to enter into the attached Agreement between the District and the Fire Museum.

**SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:**

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLENDALE  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK

INDUSTRY  
INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES

PARAMOUNT  
PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

3. Delegate authority to the Fire Chief, or his designee, to amend and/or terminate the Agreement, as necessary and upon approval as to form by County Counsel.
4. Delegate authority to the Fire Chief, or his designee, to enter into similar future and amend existing Agreements with foundations, support groups, and associations affiliated with the District, upon approval as to form by County Counsel in order to set forth the respective duties and obligations with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of District resources.

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

The County Fiscal Manual (CFM), Chapter 16, Departmental Foundations/Support Groups, requires the District to enter into Board approved agreements with affiliated foundations/support groups. The District seeks to be formally affiliated with the Fire Museum to provide services as described in the attached Agreement.

The Fire Museum, duly incorporated in 1987 as a nonprofit public benefit corporation registered with the State of California, works collaboratively with the District to celebrate, promote, and preserve historical fire apparatus, equipment, and artifacts in keeping with the fire service tradition and the contributions made to that history by the District for the benefit of Fire Museum members, the fire service, and for the education and enjoyment of the public at large.

Additionally, the District seeks delegated authority to enter into similar future Agreements with foundations, support groups, and associations affiliated with the District, if approved as to form by County Counsel. The term of the Agreements will be open and remain in effect unless and until terminated by either party. The District and affiliated foundations, support groups, and associations may terminate the Agreements without cause upon a 30-day written notice to the other.

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

Approval of the Agreement is consistent with County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

The District's costs incurred on behalf of the Fire Museum will be monitored to ensure that they are commensurate with the volume and significance of the benefit received. Any costs associated with the District's support would not be significant and would be funded annually when needed through the District's Executive Budget Unit's Services and Supplies Budget.

There is no impact on net County cost.

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

The Agreement will be administered by the District and is being entered into pursuant to the CFM, in order to set forth the respective duties and obligations of the District and Fire Museum with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of District resources. The Fire Museum is a duly incorporated nonprofit public benefit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement.

Additionally, CFM 16.1.3 requires Board approval before County employees are designated to key foundation positions where they can exercise direction and control of foundation operations. The Fire Museum and other District foundations, support groups, and associations require District employees to serve in key positions due to unique operating circumstances, which may include the technical and specialized expertise acquired in a public safety fire service career. Therefore, Board approval of the recommendations herein delegates authority to approve District employees to serve in key positions for District foundations, support groups, and associations to the Fire Chief.

County Counsel has approved the Agreement as to form.

### **ENVIRONMENTAL DOCUMENTATION**

This project is statutorily exempt from the CEQA pursuant to Section 16031 (b)(3) of the CEQA Guidelines as the Agreement addresses incidental matters related to the provision of District services; therefore, it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

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

Approval of the recommended actions will enable the District to collaborate with the Fire Museum to promote and preserve the history of the District.

The Honorable Board of Supervisors  
November 5, 2019  
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## **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return a copy of the adopted Board Letter to:

Consolidated Fire Protection District of Los Angeles County  
Attention: Debbie Aguirre, Chief of Staff  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
Debbie.Aguirre@fire.lacounty.gov

The District's contact may be reached at (323) 881-6180.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:heo

Attachment

c: Chief Executive Officer  
County Counsel  
Auditor Controller

**AGREEMENT BY AND BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC.**

This AGREEMENT is made and entered into this 29<sup>th</sup> day of October, 2019, by the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, referred to as "**DISTRICT**" and the **COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC.**, referred to as "**LOS ANGELES COUNTY FIRE MUSEUM**" a California nonprofit corporation.

WHEREAS, DISTRICT and LOS ANGELES COUNTY FIRE MUSEUM enter into this Agreement pursuant to the County Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth their respective duties and obligations with respect to the continued relationship and activities of each, the receipt and use of donated funds and equipment, and the use of DISTRICT resources;

WHEREAS, DISTRICT, pursuant to Section 13861 of the Health and Safety Code, is authorized to affiliate with LOS ANGELES COUNTY FIRE MUSEUM, in accordance with the terms and conditions set forth herein to render services;

WHEREAS, LOS ANGELES COUNTY FIRE MUSEUM was incorporated in 1987 with its object under its By-Laws to operate as a nonprofit corporation to celebrate, promote, and preserve historical fire apparatus, equipment, and artifacts in keeping with the fire service tradition and the contributions made to that history by the DISTRICT for the benefit of LOS ANGELES COUNTY FIRE MUSEUM members, the fire service, and for the education and enjoyment of the public at large;

WHEREAS, LOS ANGELES COUNTY FIRE MUSEUM is a duly incorporated domestic non-profit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement;

WHEREAS, a majority of LOS ANGELES COUNTY FIRE MUSEUM Board of Directors or key positions and members may be DISTRICT employees directly involved with the LOS ANGELES COUNTY FIRE MUSEUM policy making or its administration and operations. The LOS ANGELES COUNTY FIRE MUSEUM officers, directors, employees, and members do not include the top two levels of DISTRICT executive management; and

NOW THEREFORE, in consideration of the foregoing conditions herein contained, DISTRICT and LOS ANGELES COUNTY FIRE MUSEUM do hereby agree to the following:

1. TERM OF AGREEMENT

The term of this Agreement is open, remaining in effect unless and until terminated pursuant to the applicable terms hereof, during which time LOS ANGELES COUNTY FIRE MUSEUM may perform the services provided for herein.

2. LOS ANGELES COUNTY FIRE MUSEUM OBLIGATIONS

LOS ANGELES COUNTY FIRE MUSEUM shall provide the following services to the DISTRICT:

- a. LOS ANGELES COUNTY FIRE MUSEUM will coordinate and host events to the extent that resources are available and are in the best interest of the LOS ANGELES COUNTY FIRE MUSEUM and the DISTRICT.
- b. LOS ANGELES COUNTY FIRE MUSEUM, as a designated nonprofit corporation, may solicit donations, including but not limited to, equipment, monetary, advertising, and other related resources, from private entities, in accordance with LOS ANGELES COUNTY FIRE MUSEUM By-Laws and applicable federal, State, and local laws.
- c. LOS ANGELES COUNTY FIRE MUSEUM may represent the DISTRICT and/or DISTRICT Fire Chief at professional associations as mutually agreed upon and as resources are available.
- d. All DISTRICT employees engaging in LOS ANGELES COUNTY FIRE MUSEUM activities will do so in an off-duty capacity, unless such activities are within the scope of this Agreement, or are otherwise authorized in writing by the DISTRICT Fire Chief or designee.
- e. LOS ANGELES COUNTY FIRE MUSEUM will provide goodwill to the DISTRICT.
- f. LOS ANGELES COUNTY FIRE MUSEUM will not use County time, materials, or resources to engage in social media activities, unless otherwise authorized in writing by the DISTRICT Fire Chief.
- g. LOS ANGELES COUNTY FIRE MUSEUM will purchase all supplies and equipment at its own expense, unless otherwise authorized within this Agreement or authorized in writing by the DISTRICT Fire Chief or designee.



- h. LOS ANGELES COUNTY FIRE MUSEUM shall satisfactorily provide the following information and/or reports to the DISTRICT:
- i. Submit annually to DISTRICT the Annual Reporting Form for Foundation Activities.
  - ii. Upon written request by the DISTRICT, no less than 30 days' notice, LOS ANGELES COUNTY FIRE MUSEUM will make available to DISTRICT and the Los Angeles County Auditor-Controller their compiled financial statements for review and audit.
  - iii. Upon written request by the DISTRICT, LOS ANGELES COUNTY FIRE MUSEUM will provide an account of the tangible/intangible benefits provided to DISTRICT in a narrative form that describes the programs/services provided.
  - iv. Upon written request by the DISTRICT, LOS ANGELES COUNTY FIRE MUSEUM will design a cost accounting system such that the costs incurred by the DISTRICT on behalf of the LOS ANGELES COUNTY FIRE MUSEUM can be separately identified.
  - v. Upon written request by the DISTRICT, no less than 30 days' notice, LOS ANGELES COUNTY FIRE MUSEUM will disclose to potential donors the types of items, activities, and programs for which donations will be used.
  - vi. LOS ANGELES COUNTY FIRE MUSEUM will secure tax-exempt status and any required business license(s) if it solicits monetary donations from the public.
- i. DISTRICT employees who receive compensation from the LOS ANGELES COUNTY FIRE MUSEUM, who are in an official decision-making position for the LOS ANGELES COUNTY FIRE MUSEUM or perform administrative or support functions on County time for the LOS ANGELES COUNTY FIRE MUSEUM on a recurring basis must disclose this information and complete the annual Employee Report on Outside Employment Activities to the DISTRICT.

3. DISTRICT OBLIGATIONS

DISTRICT will assist LOS ANGELES COUNTY FIRE MUSEUM in the aforementioned services by providing, as legally permissible, the following:

- a. At the discretion of the DISTRICT, provide limited administrative staff support and temporary and occasional use of space, utilities, supplies, travel/transportation, or other resources on an as needed basis to the extent that these resources are available and are in the best interest of the DISTRICT, the County, and are in compliance with the County Fiscal Manual.
- b. At the discretion of the DISTRICT, assist LOS ANGELES COUNTY FIRE MUSEUM in providing releases for key positions to attend monthly board meetings, DISTRICT-approved meetings, projects, and events.
- c. DISTRICT will account for all costs incurred to support and monitor the LOS ANGELES COUNTY FIRE MUSEUM and are accounted for or tracked separately from DISTRICT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.).
- d. DISTRICT costs incurred on behalf of the LOS ANGELES COUNTY FIRE MUSEUM should be commensurate with the volume and significance of the benefit received (i.e., LOS ANGELES COUNTY FIRE MUSEUM benefit to DISTRICT should outweigh the DISTRICT's costs incurred in maintaining the relationship). The DISTRICT will notify the LOS ANGELES COUNTY FIRE MUSEUM concerning any cost-benefit concerns related to this Agreement.
- e. DISTRICT will monitor to ensure LOS ANGELES COUNTY FIRE MUSEUM activities are in the best interest of the DISTRICT and the public and discontinue the relationship if benefits received do not outweigh the costs incurred.
- f. DISTRICT shall have no duty of payment, obligation or liability to LOS ANGELES COUNTY FIRE MUSEUM, its employees, officers, agents, vendors or subcontractors.
- g. At the discretion of the DISTRICT, the Fire Chief, or his designee, may authorize DISTRICT employees to serve on the LOS ANGELES COUNTY FIRE MUSEUM Board of Directors or in other key positions.

4. LOS ANGELES COUNTY FIRE MUSEUM EMPLOYEES AND EQUIPMENT

LOS ANGELES COUNTY FIRE MUSEUM agrees that LOS ANGELES COUNTY FIRE MUSEUM has secured or will secure at LOS ANGELES COUNTY FIRE MUSEUM'S own expense all persons, employees and equipment required beyond the aforementioned DISTRICT services to perform the services required under this Agreement and that all such services will be performed under LOS ANGELES COUNTY FIRE MUSEUM supervision, by persons authorized by law to perform such services. This is not intended to limit "In-Kind Donations" from the DISTRICT.

5. CONFLICT OF INTEREST

- a. LOS ANGELES COUNTY FIRE MUSEUM and its subsidiaries and its agents and employees shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. LOS ANGELES COUNTY FIRE MUSEUM warrants that it is not now aware of any fact which creates a conflict of interest. If the LOS ANGELES COUNTY FIRE MUSEUM hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such fact to DISTRICT. Full written disclosure shall include, with limitation, identification of all persons implicated, and a complete description of all relevant circumstances.
- b. LOS ANGELES COUNTY FIRE MUSEUM and its subsidiaries' Board of Directors and key positions may be filled by individuals who are DISTRICT employees. By acknowledgement and approval of this Agreement by the Board of Supervisors, such appointments of DISTRICT employees to the Board of Directors or key positions are permissible and require mandatory compliance with County conflict of interest reporting requirements.

6. TERMINATION

DISTRICT or LOS ANGELES COUNTY FIRE MUSEUM may terminate this Agreement without cause upon a 30-day written notice. All operations under this Agreement shall cease effective the 30th day after receipt of notice of termination and the parties' obligations under this Agreement shall cease on that date.

7. USE OF SERVICES

This Agreement is founded on the premise that the program contemplated is for furthering the objectives recited herein and that the services provided under this Agreement are within the power of DISTRICT to provide. In the event that program monitoring discloses that said services are not being used for that purpose or that LOS ANGELES COUNTY FIRE MUSEUM has adopted or amended its By-Laws or amended its Articles of Incorporation with the result that, as determined by the DISTRICT Fire Chief or his designee, LOS ANGELES COUNTY FIRE MUSEUM policies or programs conflict with the purpose originally declared in LOS ANGELES COUNTY FIRE MUSEUM Articles of Incorporation or with the purpose of this Agreement, DISTRICT shall notify LOS ANGELES COUNTY FIRE MUSEUM immediately concerning any such conflict and shall provide LOS ANGELES COUNTY FIRE MUSEUM with 30 days to amend its By-Laws or Articles of Incorporation so as to resolve any such conflict or potential conflict. If, after 30 days' notice the conflict or potential conflict has not been resolved, the DISTRICT Fire Chief may terminate this Agreement forthwith, and LOS ANGELES COUNTY FIRE MUSEUM shall be entitled to no further services from the DISTRICT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the DISTRICT.

9. CONFIDENTIALITY

LOS ANGELES COUNTY FIRE MUSEUM shall maintain the confidentiality of all records, including but not limited to DISTRICT records, in accordance with and to the extent allowed by all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

DISTRICT shall maintain the confidentiality of all records, including but not limited to LOS ANGELES COUNTY FIRE MUSEUM records, in accordance with and to the extent allowed by all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

10. INDEMNIFICATION

a. Except as otherwise provided in Sections 3(b) and 10(b), LOS ANGELES COUNTY FIRE MUSEUM agrees to indemnify, defend and save harmless DISTRICT, its agents, officers and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with LOS ANGELES COUNTY FIRE MUSEUM operations, or its services hereunder including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. However, LOS ANGELES COUNTY FIRE MUSEUM shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

b. DISTRICT agrees to indemnify, defend and save harmless any member of the Board of Directors of LOS ANGELES COUNTY FIRE MUSEUM from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising out of an action or omission to act provided such actions or omissions to act arose directly from the performance of duties within the scope of work to be performed under this Agreement. However, DISTRICT shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

11. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, or agents of the other party. DISTRICT employees shall remain employees of DISTRICT notwithstanding the fact they are assisting the LOS ANGELES COUNTY FIRE MUSEUM.

12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. RETENTION OF RECORDS

LOS ANGELES COUNTY FIRE MUSEUM agree that DISTRICT or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe any transaction, activity, time cards, or other records relating to this Agreement. Such material shall be kept and maintained by LOS ANGELES COUNTY FIRE MUSEUM at a location in Los Angeles County for a period of four (4) years after completion of this relationship, unless the DISTRICT provides written permission to dispose of such material prior to the end of such period.

15. COMPLIANCE WITH LAWS

- a. LOS ANGELES COUNTY FIRE MUSEUM shall comply in all respects with the anti-discrimination requirements of the Los Angeles County Code and all applicable federal, State, and local laws.
- b. The parties agree to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives insofar as they pertain to the performance of this Agreement.

16. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

- a. LOS ANGELES COUNTY FIRE MUSEUM hereby certifies and agrees that it will comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.
- b. LOS ANGELES COUNTY FIRE MUSEUM agrees and certifies that the regulation provided in 16(a) of this Agreement shall apply to social media activities and materials posted on social media sites, such as Facebook, Twitter and the alike. LOS ANGELES COUNTY FIRE MUSEUM agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. LOS ANGELES COUNTY FIRE MUSEUM certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; and the State Fair Employment Practices Acts.
- d. LOS ANGELES COUNTY FIRE MUSEUM certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap.
- e. All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by LOS ANGELES COUNTY FIRE MUSEUM in the areas heretofore described.

- f. If DISTRICT finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which DISTRICT may determine to cancel, terminate, or suspend this Agreement. While DISTRICT reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by California Fair Employment and Housing Commission and Equal Employment Opportunity Commission that LOS ANGELES COUNTY FIRE MUSEUM has violated State or federal non-discrimination laws or regulations shall constitute a finding by DISTRICT that LOS ANGELES COUNTY FIRE MUSEUM has violated the non-discrimination provisions of this Agreement.

17. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

LOS ANGELES COUNTY FIRE MUSEUM agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

18. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

19. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

20. NOTICE

- a. Any notice or notices required or permitted to be given pursuant to this Guideline may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

- b. All notices to the DISTRICT shall be sent addressed to the following:

Fire Chief  
Consolidated Fire Protection District of Los Angeles County  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
Attention: Executive Support Division

- c. All notices to the LOS ANGELES COUNTY FIRE MUSEUM and its subsidiaries shall be sent addressed to the following:

LOS ANGELES COUNTY FIRE MUSEUM  
Paul Schneider  
9834 Flora Vista Street  
Bellflower, CA 90706

21. COORDINATORS

The DISTRICT's Agreement Coordinator, or another designated person designated by the DISTRICT Fire Chief, shall be the DISTRICT Director of Program and shall have the authority to administer the Agreement on behalf of DISTRICT. Said coordinator or designee shall be mutually acceptable to both the DISTRICT and the LOS ANGELES COUNTY FIRE MUSEUM. LOS ANGELES COUNTY FIRE MUSEUM shall provide a representative to be available to DISTRICT for consultation and assistance during the performance of this Agreement.

22. FURTHER ASSURANCES

The parties confirm and agree that this Agreement is made and entered into in recognition of the longstanding public/private partnership between the DISTRICT and LOS ANGELES COUNTY FIRE MUSEUM which has evolved over many years and will continue to do so. In light thereof, the parties agree to meet and confer in good faith, upon the reasonable request of the other, regarding the matters set forth in this Agreement.



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the Fire Chief of the DISTRICT (or designee) and approved by County Counsel, and the COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC. has caused this Agreement to be executed in its behalf by its duly authorized officer, this 29th day of October, 2019.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Jenny Tam  
Senior Deputy County Counsel

COUNTY OF LOS ANGELES FIRE MUSEUM ASSOCIATION, INC.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242

562-940-2501



**TERRI L. McDONALD**  
Chief Probation Officer

November 5, 2019

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

Dear Supervisors:

**AUTHORIZE THE CHIEF PROBATION OFFICER TO ENTER INTO A  
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH URBAN  
STRATEGIES TO PROVIDE AND EVALUATE A TEEN PREGNANCY PREVENTION  
PROGRAM**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

This is to request that your Board authorize the Chief Probation Officer to enter into a non-financial Memorandum of Understanding (MOU) with Urban Strategies to provide and evaluate a teen pregnancy prevention program at Probation Camps, and Camp Eaton (located in the Angeles National Forest).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Chief Probation Officer to execute and enter into the attached non-financial MOU (Attachment) with Urban Strategies to provide and evaluate a teen pregnancy prevention program at Probation Camps, and Camp Eaton (located in the Angeles National Forest).
2. Delegate authority to the Chief Probation Officer to negotiate, execute, amend, modify, terminate, and/or extend this MOU, upon approval as to form by County Counsel.

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

The purpose of the recommended actions is to authorize the Chief Probation Officer to enter into a non-financial MOU with Urban Strategies for the provision and evaluation of a teen pregnancy prevention program (Program) to serve youth in Probation Camps and their parents/caregivers/guardians. The purpose of the Program is to curb the high rates of teen pregnancy for justice-involved youth through the provision of an interactive curriculum presented by skilled facilitators to help guide youth in making better choices, build protective factors, develop risk avoidance skills and reduce sexual risk behaviors. The Program will serve approximately 250 male and female youth aged 15 to 19 and their parents/caregivers/guardians.

Urban Strategies will provide small-group Program sessions using The Art of Loving Well curriculum and joint events for youth and parents/caregivers/guardians at Probation Camps, and Camp Eaton (located in the Angeles National Forest) to provide joint outdoor parent, guardian or caregiver programming as part of Active Parenting of Teens curriculum. The outdoor education and recreation activities will increase family engagement and partnership leading to better family reunification. Camp Eaton is operated under a special permit issued by the Forest Service, United States Department of Agriculture.

Following the youth's release from Camps, Urban Strategies will provide follow-up services in the community. Services include connecting youth to re-entry programming, case management, resource connections and peer support. Urban Strategies will conduct an evaluation of the Program.

The implementation and evaluation of this Program in Probation Camps will provide a unique opportunity to study the impact of a teen pregnancy prevention curriculum delivered to youth in the juvenile justice system. The results of the Program evaluation will permit Probation Department (Probation) and Urban Strategies to assess the extent to which the Program elements combine to holistically boost youth and parent protective factors, improve adolescent health and address youth sexual risk.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

### **FISCAL IMPACT/FINANCING**

The proposed MOU is non-financial and has no fiscal impact.

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

The Honorable Board of Supervisors  
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The non-financial MOU includes all contractual requirements and will be executed upon approval as to form by County Counsel.

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

Approval of these recommendations will allow Probation to collaborate with Urban Strategies in the implementation and evaluation of an innovative teen pregnancy prevention Program in Probation Camps.

Respectfully submitted,

Terri L. McDonald  
Chief Probation Officer

TLM:TH:jk

Enclosure

c:     Executive Officer  
         County Counsel  
         Chief Executive Office

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND  
URBAN STRATEGIES  
TO PROVIDE AND EVALUATE A TEEN PREGNANCY PREVENTION PROGRAM**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between Urban Strategies, hereinafter referred to as "Agency", and the County of Los Angeles Probation Department, hereinafter referred to as "County". For purposes of this MOU, Agency and County are each a "Party" and are collectively referred to as the "Parties."

**I. PURPOSE**

The purpose of this MOU is to establish a non-financial agreement that outlines the responsibilities of the County and Agency to implement and evaluate the Teen Pregnancy Prevention Program, hereinafter referred to as "Program." The Program is funded through a cooperative agreement with the Federal Department of Health and Human Services, Office of Adolescent Health, that was awarded to Agency for the purpose of developing, implementing and evaluating an, evidence-based intervention for youth and caregivers in an effort to prevent teen pregnancy amongst the juvenile justice population. The Program will be provided by Agency and its subcontractors to youth housed in identified Residential Treatment Services Bureau (RTSB) facilities, and their caregivers. Agency will follow-up with youth upon release from custody to obtain follow-up data for evaluation and link to community-based resources, if requested. The Program will serve approximately 250 male and female youth aged 14 to 19. The last two sessions of the Program will involve the youth's parent/caregiver/guardian, if they chose to participate. .

**II. TERM**

The term of this MOU shall commence upon execution date through September 30, 2020. Any additional renewals commencing after September 30, 2020 will be subject to approval by Probation and Agency.

**III. PAYMENT PROVISIONS**

This is a non-financial MOU.

**IV. AGENCY RESPONSIBILITIES**

Agency will provide overall direction, including ongoing implementation and monitoring, to its subcontracted agencies providing direct services under this MOU.

Agency will conduct small-group facilitation of the “The Art of Loving Well” life skills curriculum in identified Probation camps for approximately 250 male and female youth. Group facilitators shall receive training in the Program curriculum and topics relevant to working with youth, including trauma informed practices. Agency will identify a project team, including a lead contact person, to work with management/designee at each identified Probation facility to ensure ongoing communication and Program coordination. Agency will immediately communicate any concerns/issues regarding the Program to the lead and manager at each facility. Any issues that cannot be resolved at the site level will be communicated to the County’s project lead staff person assigned within the staff RTSB lead.

Agency will provide County with the Program design and logic model that documents the goals of the Program, which includes the Program evaluation design, data collection requirements and a copy of the approved court order authorizing evaluation. Agency will provide the County with a written Program summary to be shared with youth, family and staff explaining the Program. Agency will develop a consent and liability waiver for the participating family members. Agency will work with County representatives to identify locations and times for the groups. The facilities selected and the schedule of groups in each facility will be based on operational needs of the County and each facility. Groups may be held one or two times per week during the day, in the evening or on weekends, depending on the Program schedule at each facility.

The group size is anticipated to be between 8 and 12 youth in each session, although the size of groups may vary based on the needs of the Program and the facility. Groups will have an open enrollment and youth are anticipated to complete 10 to 14 sessions and deemed as completed. The length of each session will be 60-90 minutes, with one male or one female facilitator per group depending on the gender of group. County staff shall provide supervision during the group sessions. Agency shall ensure that all youth are debriefed at the conclusion of each group, if necessary. In the event that youth require additional de-escalation intervention or referrals for services, Agency facilitator shall verbally notify the County on-site supervisor, complete a written Probation Request for Services form and submit the form to the County supervisor the same day.

Agency shall conduct outreach with parents/caregivers/guardians of youth in the Program and obtain a Consent to Participate and Liability Waiver from the parent/caregiver/guardian to participate in the Parenting Program which will be held at Camp Eaton, located in the Angeles National Forest. Agency will facilitate the four-hour Active Parenting of Teens, evidence-based curriculum to parent/caregiver/guardian participants. Agency will submit a request to coordinate transportation and supervision with County regarding youth participation culminating events at Camp Eaton and will provide transportation for parents/caregivers/guardians participating in the Parenting Program. Two weeks prior to a culminating event, the Agency will submit a request to the County, via email to the facility Director, providing the names of the

parents/caregivers/guardians who are confirmed to be attending the events. This email notification shall also be sent to the RTSB lead contact person. All contacts and attendance at the events shall be limited to parents/caregivers/guardians, authorized by the court only. In the event that a youth is in the process of determining his/her placement with a relative that is not yet designated as a legal guardian, Agency will consult with County's Program coordinator at each site for further instructions and approvals.

Agency shall provide follow-up services in the community, including connecting youth to re-entry programming, case management, resource connections and peer support.

Agency shall obtain approvals from the Agency's Institutional Review Board (IRB) and Juvenile Court in Los Angeles County to conduct research within the Probation Department. The Agency shall first obtain approval from the Agency's IRB on the data collection protocol, procedures and instruments. Upon IRB approval, the Agency shall request Court approval providing a copy of the IRB approval letter and the data collection protocols, procedures and instruments. Agency shall provide copies of the IRB and Court approval to the Probation Department within five (5) business days of receipt. Agency will collect all necessary programmatic information and documentation from participants. Agency shall provide the County with evaluation results and the final evaluation report upon completion of the evaluation.

## **V. COUNTY RESPONSIBILITIES**

County shall work with Agency to identify facilities in which to conduct the Program and provide space to hold the groups within each designated facility. County shall designate a lead contact person at each facility to serve as County's Program coordinator and primary point of contact at that site. County shall work with the Agency's project team regarding all Program services and ensure ongoing communication and Program coordination. County staff shall provide engaged supervision of youth activities.

In the event that issues arise in scheduling or conducting the groups, the Program coordinator and management at each facility shall work with Agency to determine alternative solutions. The Program coordinator shall work with Agency to facilitate communication with parents/caregivers/guardians. County staff shall work with Agency to coordinate transportation and supervision of youth at the culminating events held at Camp Eaton.

## **VI. INFORMATION TO BE SHARED**

Agency shall work with the designated Program coordinator at each site to facilitate communication with parents/caregivers/guardians. Youth participants, Agency staff and County coordinator shall jointly call parents/caregivers/guardians to discuss the Program and initiate communication. During this initial call,

parents/caregivers/guardians shall provide confirmation of their willingness to share contact information with Agency.

## **VII. DATA TRANSFER**

There is no data transfer between the County and Agency under this MOU. Agency will collect all information necessary to provide Program services and conduct the evaluation.

## **VIII. BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of Agency's staff are required as a condition of beginning and continuing work under the MOU. The cost of background checks is the responsibility of the Agency. Agency shall be responsible for the ongoing implementation and monitoring of Subparagraphs 1 through 6. On at least a quarterly basis, Agency shall report, in writing, monitoring results to the County, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from County.

1. Agency shall submit the names of Agency's or Subcontractor's employees to the County Coordinator prior to the employee starting work on this MOU. County will schedule appointments to conduct background investigation/record checks based on fingerprints of Agency's or Subcontractor's employees and shall conduct background investigations of Agency's or Subcontractor's employees at any time. **The Agency's or Subcontractor's employees shall not begin work on this MOU before receiving written notification of clearance from County.**
2. No personnel employed by the Agency or Subcontractor for this service having access to County information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by the County.
3. County reserves the right to preclude Agency or Subcontractor from employment or continued employment of any individual performing services under this MOU.
4. No Agency or Subcontractor staff providing services under this MOU shall be on active probation or parole.
5. Agency or Subcontractor staff performing services under this MOU shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
6. Because County is charged by the State for reviewing the criminal records of Agency's or Subcontractor's employee, County will bill Agency to recover



expenses. The current amount is \$49.00 per record check, which is subject to change by the State.

## **IX. CONFIDENTIALITY**

The Agency shall be responsible for safeguarding all County information and data provided to the Agency.

1. Agency shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
2. Agency shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of this confidentiality section of the MOU.
  - a) Agency shall sign and adhere to the provisions of *Exhibit A, Contractor Acknowledgement and Confidentiality Agreement*.
  - b) Agency shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit B, Contractor Employee Acknowledgment and Confidentiality Agreement*.
  - c) Agency shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit C, Contractor Non-Employee Acknowledgment and Confidentiality Agreement*.
3. Agency 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 Agency, its officers, employees, agents, or Subcontractors, to comply with this Section as determined by County in its sole judgment. Any legal defense pursuant to Agency's indemnification obligations under this Paragraph shall be conducted by Agency and performed by counsel selected by Agency 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 Agency fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Agency for all such costs and expenses incurred by County in doing so. Agency 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.

4. Confidentiality of Adult and Juvenile Records

Agency shall comply with state laws which provide that all adult and juvenile records and County case information provided to Agency is confidential and no such information shall be disclosed except those authorized employees of County and law enforcement agencies. (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144).

5. Agency shall provide to its employees copies of all code sections cited in this Section of the MOU, and forms to sign (*Refer to Exhibit D, Confidentiality of CORI Information*) regarding confidentiality of the information in adult and juvenile records. Agency shall retain original CORI signed forms and forward copies to the County Coordinator within five (5) business days of start of employment.
6. Violations: Agency agrees to inform all of its employees, agents, Subcontractors, and partners of the above provisions and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

X. INDEMNIFICATION

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

County shall indemnify, defend and hold harmless Agency, its elected and appointed officers, agents and employees 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 County's acts and/or omissions arising from and/or relating to this MOU.

XI. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Agency's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections XI and XII of this MOU. 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 Agency pursuant to this MOU. County in no way warrants that the Required Insurance is sufficient to protect the Agency for liabilities which may arise from or relate to this MOU.

## 1. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Agency's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Agency's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Agency and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU 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 Agency identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither 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 Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

**Susana Barrera, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

- Agency also shall promptly report to County any injury or property damage accident or incident, including any injury to an Agency employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Agency. Agency also shall promptly notify County of any third party claim or suit filed against Agency or any of its Subcontractors which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against Agency and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Agency's General Liability policy with respect to liability arising out of Agency'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 Agency's acts or omissions, whether such liability is attributable to the Agency or to the County. 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.

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

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

## **4. Failure to Maintain Insurance**

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

## **5. Insurer Financial Ratings**

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

## **6. Agency's Insurance Shall Be Primary**

Agency's insurance policies, with respect to any claims related to this MOU, shall be primary with respect to all other sources of coverage available to

Agency. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Agency coverage.

**7. Waivers of Subrogation**

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

**8. Subcontractor Insurance Coverage Requirements**

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

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

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

**10. Claims Made Coverage**

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

**11. Application of Excess Liability Coverage**

Agency 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.

## 12. **Separation of Insureds**

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

## 13. **Alternative Risk Financing Programs**

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

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

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

# **XII. INSURANCE COVERAGE**

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
2. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$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 Agency's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Agency 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 Agency'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.

4. **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. **Professional Liability-Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and two (\$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 MOU's expiration, termination or cancellation.

### **XIII. SUBCONTRACTING**

1. The requirements of this Agreement may not be subcontracted by the Agency **without the advance approval of the County**. Any attempt by the Agency to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
2. If the Agency desires to subcontract, the Agency shall provide the following information promptly at the County's request:
  - A description of the work to be performed by the Sub-Contractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
3. The Agency shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Agency's employees.
4. The Agency shall remain fully responsible for all performances required of it under this Agreement, including those that the Agency has determined to subcontract, notwithstanding the County's approval of the Agency's proposed subcontract.
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 Sub-Contractor employees, providing services under this Agreement. The Agency is responsible to notify its Subcontractors of this County right.

6. The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractors employees. After approval of the subcontract by the County, Agency shall forward a fully executed subcontract to the County for their files.
7. The Agency 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. The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee may perform any work hereunder. The Contractor shall ensure delivery of all such documents to:

**Susana Barrera, Contract Analyst  
Los Angeles County Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**E-mail address: [Susana.barrera@probation.lacounty.gov](mailto:Susana.barrera@probation.lacounty.gov)**

#### **XIV. AMENDMENTS**

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversations by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or the method of compensation shall be incorporated into this MOU by a written amendment that is properly executed.

#### **XV. TERMINATION**

Either party may terminate this MOU, in whole or in part, for any reason whatsoever with thirty (30) calendar days of advance written notice for the other party.

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IN WITNESS WHEREOF, the County and Agency have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of Agency for the warrants that he or she is authorized to bind Agency, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
TERRI L. MCDONALD  
CHIEF PROBATION OFFICER

\_\_\_\_\_  
Date

URBAN STRATEGIES

By   
DIRECTOR  
Matt Rueckert

August 19, 2019  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By   
NANCY M. TAKADE  
PRINCIPAL DEPUTY COUNTY COUNSEL

9/3/2019  
\_\_\_\_\_  
Date



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242

562-940-2501



**TERRI L. McDONALD**  
Chief Probation Officer

November 5, 2019

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

Dear Supervisors:

**AUTHORIZATION TO ACCEPT FUNDS FROM THE BUREAU OF JUSTICE  
ASSISTANCE FOR THE PRISON RAPE ELIMINATION ACT EDUCATION  
PROGRAM  
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

**SUBJECT:**

The County of Los Angeles Probation Department (Probation) requests that your Board authorize the Chief Probation Officer to accept grant funding from the Bureau of Justice Assistance (BJA) on behalf of the County of Los Angeles for the Prison Rape Elimination Act (PREA) Education Program (Program).

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Chief Probation Officer to accept grant funding estimated at \$232,000 from BJA for the PREA Program for the period of October 1, 2019 through September 30, 2021.
2. Delegate authority to the Chief Probation Officer to accept future grant funding and execute agreements, amendments, related documents, or extension with BJA.
3. Approve the attached Appropriation Adjustment of \$232,000 (Attachment) to the Probation Department's FY 2019-20 Juvenile Institutions Services operating budget.

## **PURPOSE/JUSTIFICATION OF RECOMMENDATION**

The purpose of the recommended actions is to obtain Board approval to authorize the Chief Probation Officer to accept grant funding from the BJA for Probation's PREA Program. Probation's grant award is estimated at \$232,000 for the period of October 1, 2019 through September 30, 2021. PREA Program grant funding will be used to increase Probation's capacity to prevent sexual abuse in its facilities. Probation intends to ensure that all juvenile facilities personnel, volunteers, contractors, and partner agency staff working with detained youth are properly trained on preventing, detecting, and responding to sexual abuse, and implementation of the PREA Standards and Probation's Zero-Tolerance Policy, as well as working with vulnerable populations of detained youth who may be targeted or victimized by perpetrators in the juvenile facilities.

This grant will provide the additional resources necessary to maintain momentum already in progress towards meeting the PREA Standards regarding training and education. The goal of the Program is to develop and implement a program which provides educational materials and training to youth, parents, and juvenile facilities employees, volunteers, contractors, and partner agency personnel that shall meet and/or exceed the PREA Standards. The grant will also enable Probation to ramp up its training and education; thereby, helping to maintain ongoing compliance and sustainability of the PREA Standards.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

## **FISCAL IMPACT/FINANCING**

The grant award is estimated at \$232,000 for the period of October 1, 2019 through September 30, 2021. Approval of the attached budget adjustment will increase the appropriation and revenue for the training and education of PREA Program with no impact to net County cost. The matching requirement of 50 percent or more (\$256,470) has been included in salaries and employee benefits in the Department's FY 2019-20 Final Adopted Budget.

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

On November 14, 2017, your Board directed the Sheriff Civilian Oversight Commission (COC), Office of Inspector General (OIG) and Probation to develop a plan for PREA Compliance within Probation's juvenile detention facilities. Probation created a PREA Compliance unit to assist in developing a path towards compliance with PREA (2003),

The Honorable Board of Supervisors  
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and the development of relationships between internal and external staff responsible for the maintenance of compliance and reporting.

On March 13, 2019, the BJA released the Implementing of PREA Standards, Protecting Inmates, and Safeguarding Communities grant announcement under Catalog of Federal Domestic Assistance (CFDA) number 16.735. Probation submitted its application on May 16, 2019. On September 24, 2019, the BJA approved Probation's application.

### **IMPACT ON CURRENT SERVICES**

The funding provided by this grant will provide Probation with resources to increase capacity to prevent sexual abuse in its facilities and maintain ongoing compliance of the PREA Standards.

Respectfully submitted,

Terri L. McDonald  
Chief Probation Officer

TLM:TH:JK:sb

Enclosure

c:     Executive Officer  
       County Counsel  
       Chief Executive Office

COUNTY OF LOS ANGELES  
**REQUEST FOR APPROPRIATION ADJUSTMENT**  
**DEPARTMENT OF PROBATION**

DEPT'S.  
NO. 640

October 7, 2019

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR**

**FY 2019-20**

4 - VOTES

**SOURCES**

PROBATION - JUVENILE INSTITUTION SERVICES  
A01-PB-90-9031-17000-17250  
FEDERAL GRANT  
INCREASE REVENUE

**USES**

PROBATION - JUVENILE INSTITUTION SERVICES  
A01-PB-2000-17000-17250  
SERVICES AND SUPPLIES  
INCREASE APPROPRIATION

**SOURCES TOTAL: \$ 232,000**

**USES TOTAL: \$ 232,000**

**JUSTIFICATION**

Reflects an increase in revenue to fund the training and education for the Prison Rape Elimination Act (PREA) program.

\_\_\_\_\_  
AUTHORIZED SIGNATURE GINA BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR ---

☐ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

B.A. NO. \_\_\_\_\_

20

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

20