



SACHI A. HAMAI  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

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

**DATE:** Wednesday, June 3, 2020  
**TIME:** 11:00 a.m. **(New Start Time)**

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL  
TELECONFERENCE NUMBER: (323) 776-6996 ID: 293983222 #**

### **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 A CONTRACT WITH CITY TERRACE SERVICE INC. FOR VEHICLE TOWING AND LONG-TERM STORAGE SERVICES  
Speakers: Brian Gellis and Irma Santana (Sheriff)
  - B.** Board Letter:  
LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CALIFORNIA DEPARTMENT OF WATER SOURCES  
Speakers: Clinton Skaggs and Ramona Zamora (Sheriff)
- 3. PRESENTATION/DISCUSSION ITEM(S):**
  - A.** Board Briefing:  
REFORM AND OVERSIGHT EFFORTS: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
Speakers: Max Huntsman (Office of Inspector General)
- 4. PUBLIC COMMENT**  
(2 minutes each speaker)
- 5. ADJOURNMENT**

**6. UPCOMING ITEMS:**

- A.** Board Letter:  
ANNEXATION OF THE CITY OF VERNON TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
Speakers: Debbie Aguirre (Fire)
- B.** Board Letter:  
APPROVE AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND THE COUNTY OF LOS ANGELES FOR THE PROVISION OF FIRE PROTECTION SERVICES BY THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
Speakers: Debbie Aguirre (Fire)
- C.** Board Letter:  
REQUEST FOR APPROVAL OF THE COUNTY OF LOS ANGELES SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES REVENUE ENHANCEMENT SERVICES CONTRACTS AND DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO CONTRACT WITH THE CALIFORNIA FRANCHISE TAX BOARD COLLECTION PROGRAMS  
Speakers: Jeremy D. Cortez and Luke McDannel (Superior Court)

June 16, 2020

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:

**APPROVE A CONTRACT WITH CITY TERRACE SERVICE INC.  
FOR VEHICLE TOWING AND LONG-TERM STORAGE SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval for a Contract with City Terrace Service Inc. (City Terrace) to provide vehicle towing and secured long-term storage services (Services) for the Department's Central Property and Evidence Unit (CPE).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to execute the attached Contract with City Terrace for an initial term of July 21, 2020 through July 20, 2024, with two additional two year option periods, for a maximum total Contract term of eight years. The estimated annual contract sum for the first year is \$436,500.
2. Delegate authority to the Sheriff, or his designee, to execute Change Orders and Amendments to the Contract as set forth throughout the Contract including: (1) effectuate modifications that do not materially affect any term of the Contract; (2) add new or revised standard County contract provisions adopted by the Board as required periodically, including all applicable documents; (3) execute the option periods, if in the best interest of the County; and (4) effectuate an assignment of

rights or delegation of duties pursuant to the assignment and delegation/mergers or acquisitions provision.

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

Approval of the recommended action will allow uninterrupted delivery of Services on an as-needed basis to meet the evidence storage requirements of the Department.

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

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, - Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by allowing the Department to acquire reliable towing and secured long term storage of motor vehicles, vehicle parts, various types of equipment, and any other similar items ordered by the Department to be towed and stored for evidentiary purposes.

### **FISCAL IMPACT/FINANCING**

The Department has identified funding in the amount of \$436,500 in the Fiscal Year 2020-21 operating budget. The Department will allocate necessary funding through the term of the Contract.

The cost for Services is based on a flat daily rate. The total amount paid under the Contract will depend on the quantity of Services required by the Department. In no event shall the total annual amount paid for Services exceed the sum allocated in the Department's annual operating budget.

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

The Department is responsible for preserving the integrity of all items coming into the Department's possession, whether seized, delivered for safekeeping, or found. Since the Department lacks the personnel and space to tow and securely store vehicles or other oversized items with evidentiary value, these actions must be performed by a qualified contractor. The number of vehicles in evidence storage varies from year to year. The Department is presently storing approximately 225 vehicles as evidence.

City Terrace is a certified County Local Small Business Enterprise, and did not request the Transitional Job Opportunities Preference Program or the Disabled Veteran Business Enterprise Preference Program.

City Terrace will maintain all required business licenses, certifications, and permits.

City Terrace will be required to comply with all Board and Chief Executive Office requirements.

County Counsel has approved the attached Contract as to form.

### **CONTRACTING PROCESS**

On February 27, 2020, the Department issued an Invitation for Bids (IFB) for Services. The IFB was posted on the County's and the Department's websites with a closing date of March 26, 2020. The Department's website link to the IFB was emailed to nine companies. The sole bid received by the due date was submitted by City Terrace, which met the minimum requirements and was determined to be a qualified, responsive, and responsible bidder.

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

Approval of this action will ensure the Department receives uninterrupted Services for motor vehicles and parts, equipment, and other items required for evidentiary purposes.

### **CONCLUSION**

Upon Board approval, please return two adopted copies of the Board Letter and two original executed copies of the Contract to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:ARV:arv  
(Fiscal Administration-Contracts Unit)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Sachi A. Hamai, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Lead Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Mary C. Wickham, County Counsel  
Michele Jackson, Principal Deputy County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
John P. Burcher, A/Chief of Staff  
Conrad Meredith, Division Director, ASD  
Glen C. Joe, Assistant Division Director, ASD  
Rick Cavataio, Director, Fiscal Administration, ASD  
Dave Culver, Assistant Director, Fiscal Administration, Contracts Unit  
Brian Gellis, Lieutenant, Fiscal Administration, Central Property & Evidence (CPE)  
Sandra Solis, Assistant Director, Bureau Operations, CPE  
Vanessa C. Chow, Sergeant, ASD  
Deborah Cotto, Sergeant, Fiscal Administration, CPE  
Irma Santana, Contracts Manager, Fiscal Administration, Contracts Unit  
Erica M. Saavedra, Deputy, ASD  
Adam R. Wright, Deputy, ASD  
Abby Valdez, Senior Contract Analyst, Contracts Unit  
(Contracts – City Terrace Service 06-16-20)



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CITY TERRACE SERVICE INC.**

**FOR**

**VEHICLE TOWING AND LONG-TERM STORAGE SERVICES**

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### **STANDARD EXHIBITS**

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D	Contractor's EEO Certification
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F	Contractor's Administration
G1	Contractor Acknowledgement and Confidentiality Agreement
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H	Jury Service Ordinance
I	Safely Surrendered Baby Law
J	Contract Discrepancy Report
K	Performance Requirement Summary (PRS) Chart

**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY TERRACE SERVICE INC.  
FOR  
VEHICLE TOWING AND LONG-TERM STORAGE SERVICES**

This Contract and Exhibits for Vehicle Towing and Long-Term Storage Services is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Los Angeles (County) and City Terrace Service Inc. (Contractor), located at 1770 Workman Street, Los Angeles, California 90031.

**RECITALS**

WHEREAS, the County, through the Los Angeles County Sheriff's Department (Department), desires to contract with Contractor to provide Vehicle Towing and Long-Term Storage Services; and

WHEREAS, the County may contract with private businesses for Vehicle Towing and Long-Term Storage Services when certain requirements are met for the Department's Central Property and Evidence Unit; and

WHEREAS, the Contractor is a private firm specializing in providing Vehicle Towing and Long-Term Storage Services; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G1, G2, G3, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or

inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit K - Performance Requirements Summary (PRS) Chart
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.10 Exhibit H - Jury Service Ordinance
- 1.11 Exhibit I - Safely Surrendered Baby Law
- 1.12 Exhibit J - Contract Discrepancy Report

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 (Amendments and Change Orders) and signed by both parties.

## **2.0 DEFINITIONS**

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

- 2.1 Amendment:** has the meaning set forth in Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.

- 2.2 Board or Board of Supervisors:** means the Los Angeles County Board of Supervisors.
- 2.3 Business Day:** means Monday through Friday, excluding County observed holidays.
- 2.4 Change Order:** has the meaning set forth in Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 2.5 Contract:** means the agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the Services, including those set forth in Exhibit A (Statement of Work) of this Contract.
- 2.6 Contractor:** means the sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the Work required under this Contract.
- 2.7 Contractor Project Manager:** means the individual designated by the Contractor to administer the Contract operations after the Contract award as further described in Sub-paragraph 7.1 (Contractor Project Manager) of this Contract.
- 2.8 County:** means the County of Los Angeles.
- 2.9 County Project Director:** means person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager, as further described in Sub-paragraph 6.1 (County Project Director) of this Contract.
- 2.10 County Project Manager:** means person designated by the County Project Director to manage the operations under this Contract, as further described in Sub-paragraph 6.2 (County Project Manager) of this Contract.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Department:** means the Los Angeles County Sheriff's Department.
- 2.13 Evidence:** means any and all vehicles, parts, equipment, boats, jet skis, watercraft, scooters, motorcycles, trailers, house trailers, and any other property identified by the Department to be towed and stored by Contractor for evidentiary purposes.
- 2.14 Services:** means the Vehicle Towing and Long-Term Storage Services required under in this Contract.
- 2.15 Sheriff:** means the Sheriff of Los Angeles.

- 2.16 SOW:** means Statement of Work set forth in Exhibit A (Statement of Work) of this Contract.
- 2.17 Work:** means any and all tasks, subtasks, deliverables, goods, and other Services performed by or on the behalf of Contractor required pursuant to this Contract, including Exhibit A (Statement of Work) and all other Exhibits, and all fully executed Amendments and Change Orders hereto.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other Work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, Services, or other Work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3. The Contractor shall establish and maintain sufficient accounting internal control, financial reporting, and administrative capacity to effectively administer the Services required by this Contract.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence on July 21, 2020, and shall terminate on July 20, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional two-year option periods, for a maximum total Contract term of eight (8) years. Each such option and extension shall be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board of Supervisors, and shall be in the form of a written Amendment in accordance with Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an option term extension.
- 4.4 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit E (County's Administration) of this Contract.

## 5.0 CONTRACT SUM

- 5.1 The rates payable by the County to the Contractor for performing all tasks, deliverables, goods, Services, and any other Work required under this Contract shall be as set forth on Exhibit B (Pricing Sheet) of this Contract. Such rates shall be firm and fixed for the term of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any Work or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County's Administration) of this Contract.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### 5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, Services, and other Work specified in Exhibit A (Statement of Work) of this Contract and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) of this Contract, and the Contractor shall be paid only for the tasks, deliverables, goods,



Services, and other Work approved in writing by the County. If the County does not approve Work in writing, then no payment shall be due to the Contractor for that Work.

- 5.5.2 The Contractor's invoices shall be submitted monthly, in arrears and shall be priced in accordance with Exhibit B (Pricing Sheet) of this Contract. Each invoice submitted by Contractor shall include, but not be limited to:
- a. County's Contract Number;
  - b. Contractor's name, address and telephone number;
  - c. Department File Number (URN-Uniform Report Number);
  - d. Billing Date;
  - e. Invoice Number;
  - f. An attached report listing of the Evidence (vehicles, parts, equipment, boats, jet skis, watercraft, scooters, motorcycles, trailers, house trailers, and any other property identified by the Department to be towed and stored by Contractor for evidentiary purposes) to include description including license plate number and/or vehicle identification number and brief description of Services (e.g. towing, storage);
  - g. Dates Services provided (from date and to date) for each vehicle, part and/or equipment;
  - h. Total amount of invoice; and
  - i. Summary listing of all Evidence held by Contractor to include the following: date of initial storage, storage location, URN #, license number, state issued, vehicle identification number, year and make of vehicle, amount owed to date, and invoice number associated to each.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) of this Contract, describing the tasks, deliverables, goods, Services, Work hours, and facility and/or other Work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 5<sup>th</sup> calendar day of the month following the month of Service.
- 5.5.5 Contractor shall submit the original invoice to the County Project Manager or designee.
- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County Project Director or designee prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7 Local Small Business Enterprises (LSBE) Prompt Payment Program**

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

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

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

5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

**6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E (County's Administration) of this Contract. The County shall notify the Contractor in writing of any change in the names or addresses shown in accordance with Sub-paragraph 8.1 (Amendment and Change Orders) of this Contract.

## **6.1 County Project Director**

6.1.1 Responsibilities of the County Project Director include:

- 6.1.1.1 Ensuring that the objectives of this Contract are met; and
- 6.1.1.2 Providing direction to the Contractor in the areas relating To County policy, information requirements, and procedural requirements.

## **6.2 County Project Manager**

6.2.1 Responsibilities of the County Project Manager or designee include:

- 6.2.1.1 Meeting with the Contractor Project Manager on a regular basis; and
- 6.2.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of the Contractor.

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

## **6.3 Consolidation of Duties**

The County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Sub-paragraph 6.1 (County Project Director) above, and the duties of the County Project Manager, which duties are enumerated in 6.2 (County Project Manager) above, into one County position, and assign all such duties to one individual who will act as County's liaison in all matter relating to this Contract. The County will notify the Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Sub-paragraph 6.3 (Consolidation of Duties).

## **6.4 County Personnel**

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Project Manager**

- 7.1.1 The Contractor shall provide a Contractor Project Manager who will act as the Contractor's liaison with the County and who will be responsible for the day-to-day management of the Contract. The Contractor Project Manager is designated in Exhibit F (Contractor's Administration) of this Contract. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager or when a Contractor Project Manager designee is required.
- 7.1.2 The Contractor Project Manager will be responsible for the following:
  - 7.1.2.1 Having full authority to act for Contractor on all matters relating to the operation of the Contract.
  - 7.1.2.2 Being available to meet and confer with the County Project Director at least monthly, in person or by phone, to review project progress and discuss project coordination.
  - 7.1.2.3 Being able to read, write, speak and understand English.

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

The County approves the proposed Contractor Project Manager designated in Exhibit F (Contractor's Administration) of this Contract. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Manager, the Contractor shall provide the County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work here under. The County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with a photo identification badge.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor's staff performing Services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of

beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Sub-paragraph 7.4 (Background and Security Investigations), shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.5 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.5 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) of this Contract.
- 7.5.5 Contractor shall cause each employee performing Services covered by this Contract to sign and adhere to the provisions of the Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement) of this Contract.
- 7.5.6 Contractor shall cause each non-employee performing Services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of this Contract

## **8.0 STANDARD TERMS AND CONDITIONS**

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

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

- 8.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition of this Contract, a Change Order shall be executed by both the Contractor and the County Project Director or designee.

- 8.1.2 For any change which materially affects the scope of Work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Board of Supervisors.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Sheriff or his designee.
- 8.1.4 Notwithstanding subparagraph 8.1.2 above, for 1) any option term extension of this Contract, and 2) modifications pursuant to subparagraph 8.2 (Assignments and Delegation/Mergers or Acquisitions) of this Contract, an Amendment to this Contract shall be executed by Contractor and the Sheriff or designee.

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

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected

in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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



- 8.5.1 Within thirty (30) Business Days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Project Manager within thirty (30) Business Days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 (Compliance with Applicable Law) of this Contract, shall be

conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without County's prior written approval.

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

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

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

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

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

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

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program). The provisions of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program), shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the

Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Sub-paragraph 8.8 (Compliance with County's Jury Service Program) of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 (Conflict of Interest) shall be a material breach of this Contract.

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

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

## **8.11 Consideration of Hiring Gain-Grow Participants**

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

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

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

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written

request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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



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

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to the County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

## **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments or Change Orders prepared pursuant to Sub-paragraph 8.1 (Amendments and Change Orders) of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments or Change Orders to this Contract, such that

the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

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

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

#### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.20 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality) of this Contract.

## **8.23 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 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 the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, 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 Contractor, 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 Contract Compliance Manager in accordance with Exhibit E (County's Administration) of this Contract. The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor 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.

#### **8.24.3 Cancellation of or Change in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the 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 the 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 this Contract, in the sole discretion of the

County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

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

#### **8.24.5 Insurer Financial Ratings**

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

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

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

#### **8.24.7 Waivers of Subrogation**

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

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

The Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor names the County and the

Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any subcontractor's request for modification of the Required Insurance.

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

The Contractor's policies shall not obligate the County to pay any portion of any the Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor'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.

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

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 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.

#### **8.24.13 Alternative Risk Financing Programs**

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

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

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

#### **8.25 Insurance Coverage**

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

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

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the 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. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.



## **Unique Insurance Coverage**

### **▪ Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

### **▪ Garage Insurance**

(Written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

#### **1) Garage Operations – Liability Other than Covered Autos**

General Aggregate:	\$4,000,000
Products/Completed Operations:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Per Accident:	\$2,000,000

#### **2) Garage Operations – Liability for Covered Autos:**

Automobile liability for all Contractor's "owned", non-owned" and "hired" vehicles, or coverage for "any auto".  
One million (\$1,000,000) dollars

#### **3) Garage Keepers Liability:**

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than \$50,000 per vehicle, or highest valued vehicle, whichever is greater.

### **▪ Cargo Insurance**

Not less than \$50,000 or highest valued vehicle, whichever is greater.

## **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the County Project Director or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Project Director, in a written notice describing the reasons for said action.
- 8.26.2 If the County Project Director or designee determines that there are deficiencies in the performance of this Contract that the County Project Director or designee deems are correctable by the Contractor over a certain time span, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director or designee may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit K (Performance Requirements Summary (PRS) Chart) of this Contract, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
  - (c) Upon giving five (5) Business Days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.26.4 This Sub-paragraph 8.26 (Liquidated Damages) shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification) of this Contract.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

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

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

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

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

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

### **8.34 Notices**

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

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

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

### **8.36 Public Records Act**

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

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

### **8.37 Publicity**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.

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

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

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the

Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

### **8.39 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the Work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and



- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to Contract Compliance Manager in accordance with Exhibit E (County's Administration) of this Contract before any subcontractor employee may perform any Work here under.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor

to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

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

- Stop Work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the Work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

#### **8.43 Termination for Default**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County Project Director, or designee:

- The Contractor has materially breached this Contract; or
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required under this Contract; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may

authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph 8.43 (Termination for Default).
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "sub-contractors" mean subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43 (Termination for Default), or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 (Termination for Convenience) of this Contract.

- 8.43.5 The rights and remedies of the County provided in this Sub-paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

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

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

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 Warranty Against Contingent Fees**

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

- 8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.51.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.51 (Warranty of Compliance with the County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

### **8.53 Time Off For Voting**

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

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

- 8.54.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve the Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Practices**

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

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

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

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Local Small Business Enterprise (LSBE) Preference Program**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;



2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **9.2 Social Enterprise (SE) Preference Program**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not

more than ten percent (10%) of the amount of the Contract;  
and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program**

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY TERRACE SERVICE INC.  
FOR**

**VEHICLE TOWING AND LONG-TERM STORAGE SERVICES**

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

CITY TERRACE SERVICE INC.

By Roberto Gomez - Myrael Martinez

Roberto Gomez - Myrael Martinez  
Name

V.P. - Pres  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: Approval on File  
Michele Jackson  
Principal Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK**

**FOR**

**VEHICLE TOWING AND LONG-TERM STORAGE SERVICES**

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### **SOW ATTACHMENTS**

ATTACHMENT 1 – CALIFORNIA HIGHWAY PATROL VEHICLE REPORT  
ATTACHMENT 2 - RELEASE OF PROPERTY / EVIDENCE FORM

# STATEMENT OF WORK

## 1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department's (Department) Central Property and Evidence Unit (CPE) requires Vehicle Towing and Long-Term Storage Services (Services) for motor vehicles of various types, the parts of vehicles, and/or various types of equipment and/or other similar items, ordered by the Department to be towed and stored for evidentiary purposes (Evidence). Most items stored for Evidence are motor vehicles. Other types of vehicles and equipment which may be stored as Evidence include, but are not limited to:

- Light – scooters, motorcycles, jet skis;
- Medium – any vehicle, boat, or trailer under 20 feet in length; and
- Heavy – any vehicle, boat, or house trailer over 20 feet in length.

All requests for towing of Evidence to be held for long-term storage shall be made by the Department's CPE. Long-term storage is defined as storage by Contractor for a minimum of twenty-four (24) hours before Evidence is released by the Department.

## 2.0 SPECIFIC WORK REQUIREMENTS

- 2.1 Contractor shall provide Services for Evidence upon Department's request. Contractor shall pick up Evidence, both within or outside of Los Angeles County. Department's CPE will notify Contractor with a request for Service by email notification at Contractor's office between the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding County holidays. Contractor shall complete each request for Service within twenty-four (24) hours of email notification by Department's CPE.
- 2.2 Contractor shall tow the Evidence directly to Contractor's secure storage facility, as specified in Paragraph 3.0 (Storage Facility Specifications and Security Requirements) of this Exhibit A (Statement of Work), for long-term storage.
- 2.3 Upon the request of Department, Contractor shall tow Evidence that is stored in Contractor's facility to another designated site or location for further inspection/investigation. Upon completion of the inspection/investigation, Contractor shall then be required to pick-up the Evidence from the designated site or location, and return it to Contractor's facility for continued storage.
- 2.4 Contractor shall provide the personnel, equipment, facility and security to ensure that only the County Project Manager or designee is given access to Evidence placed in Contractor's facility.
- 2.5 Contractor shall safeguard all Evidence against damage, destruction, theft, or any other loss, and shall be responsible to County and to the legal owner for the contents of Evidence placed in its custody.

- 2.6 Certain Evidence requires special handling, pending investigation (i.e. fingerprinting, photographing, searches, etc.) by the Department. Contractor shall properly store Evidence requiring special handling, and additionally safeguard said Evidence from unnecessary handling.
- 2.7 Contractor shall maintain Evidence processing records at Contractor's facility, which shall include, but are not limited to, the following:
- a. California Highway Patrol Vehicle Report (CHP 180) (form will be provided to Contractor by Department or originating agency). A sample CHP 180 form is attached as Attachment 1 (California Highway Patrol Vehicle Report) (CHP180) of this SOW;
  - b. Date and time of email notification for towing services;
  - c. Location from which Evidence is to be towed;
  - d. Date and time of arrival at Contractor's facility for storage services;
  - e. Photo of Evidence upon arrival at Contractor's facility, as provided by CPE;
  - f. Storage location of Evidence (indicate specific facility if more than one facility is used by Contractor; indicate specific area (e.g. stall, space) in facility);
  - g. Name of handling investigator as provided by CPE;
  - h. Date of release – attach a copy of the Release Order or Disposal Order Form. A sample form is attached as Attachment 2 (Release of Property/Evidence Form) of this SOW;
  - i. Person or agency to whom Evidence was released; and
  - j. Information required by law, including California Vehicle Code Section 10650 (Record of Storage).
- 2.8 Contractor shall maintain an electronic log of emails for Services received from the Department's CPE.
- 2.9 Contractor shall be responsible for preparing Evidence for inspection by the Department, upon request by the County Project Manager or designee. Such preparation includes, but shall not be limited to: Evidence cleaning (when authorized by County Project Manager or designee), inflating tires, moving Evidence for accessibility (includes, but not limited to forklift, jacks and lifts).
- 2.10 Contractor shall establish and maintain a tracking system to document Department inspections by recording the date, time, person(s) who conducted inspection, and the Evidence that was inspected. Contractor shall confirm that the person conducting inspection has authorization from County Project Manager or designee prior to granting access.
- 2.11 Contractor shall provide, and have available for Department use, basic hand tools necessary for Department authorized inspection of Evidence. Examples of such tools include, but are not limited to: slot head screwdriver, phillips head screwdriver, pry bar, hammer, and various sizes of wrenches (metric and SAE).



2.12 Contractor shall immediately report security breaches of any type to County Project Manager or designee. Notifications during normal business hours should be directed to County Project Manager or designee. Notifications after business hours should be directed to Sheriff's Information Bureau at (213) 229-2222.

### 2.13 Tow Equipment

- 2.13.1 Contractor shall equip all tow vehicles with two-way communication with Contractor dispatcher.
- 2.13.2 Contractor shall provide flatbed trucks to transport light and medium Evidence (vehicles and vehicle parts, i.e., engine, transmission, etc.) if necessary.
- 2.13.3 Contractor shall provide tow vehicles capable of transporting heavy Evidence (vehicles and equipment i.e., Class C truck, Class D truck, and lowboy).
- 2.13.4 All Contractor tow vehicles, including flatbed trucks, and those for transporting heavy Evidence (vehicles and equipment) shall have a minimum of one (1) ton rating.
- 2.13.5 Each Contractor tow vehicle shall be in compliance with Sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

## 3.0 STORAGE FACILITY SPECIFICATIONS AND SECURITY REQUIREMENTS

The following applies to the facilities, or any area of the facility, used by Contractor to provide Services under the Contract:

- 3.1 Contractor's Evidence storage facility shall have the capacity to store up to three hundred fifty (350) vehicles, parts for vehicles, and/or equipment ordered by the Department to be towed and stored as Evidence.
- 3.2 The facility shall be secured by a locking system and barbed wire (or equivalent) fencing that is maintained by Contractor.
- 3.3 The facility shall be secured by an alarm system that is maintained by Contractor.
- 3.4 The facility shall be secured by a video monitoring system.
- 3.5 Contractor's video monitoring system shall be in operation twenty-four (24) hours a day, seven (7) days a week. Recorded video may be reviewed, and shall be provided upon request, by the Department or other County representative, at any time. Recorded video shall be held by Contractor for a minimum of sixty (60) calendar days from date of recording.

- 3.6 Contractor's primary facility for Evidence must be a roofed, enclosed, and well-lighted area, unless otherwise approved by County Project Manager or designee. Contractor shall stored Evidence in this area as directed by the County Project Manager or designee.
- 3.7 Department's Evidence must be separated from all other vehicles in the storage facility by a removable wired six (6) foot high fence with a lock only accessible by authorized persons, so that Evidence shall be preserved.
- 3.8 Contractor shall ensure that all Evidence not stored in a roofed, enclosed, and lighted area, shall be fully covered with a protective ultra violet radiation proof cover, capable of blocking out dust contamination.
- 3.9 County Project Manager will identify any Evidence that Contractor may be premitted to store outside of the primary enclosed facility.

#### **4.0 EVIDENCE RELEASE REQUIREMENTS**

- 4.1 Contractor shall store Evidence for a minimum of twenty-four (24) hours. At any time after the first twenty-four (24) hours of storage, the Department may authorize the release of any and all Evidence during normal business hours, pursuant to an executed release authorization form. See Attachment 2 (Release of Property/Evidence Form) of this SOW.
  - 4.1.1 Department's CPE will email Contractor the executed Attachment 2 (Release of Property/Evidence Form) of this SOW, to prepare Evidence for release.
- 4.2 Contractor shall only release the Evidence to person(s) listed on the release authorization form that has been properly executed by an authorized Department CPE representative.
  - 4.2.1 Contractor shall verify the identity of the person to whom the Evidence is released by requiring a valid state-issued drivers' license or photo identification card.
- 4.3 The Department shall only be responsible for storage charges incurred up to and through the date on the release authorization form. All storage charges incurred after the date on the release authorization form shall be the sole responsibility of the person(s) authorized to claim the Evidence.
- 4.4 If the Evidence is not claimed, Contractor shall process the Evidence for Statutory Disposal as prescribed by law pursuant to Section 22851 of the California Vehicle Code and Section 3072 of the California Civil Code.

## **5.0 REPORTS**

- 5.1 At the direction of the Department, the Contractor shall provide a monthly report to the Department with a listing of all stored Evidence. The following minimum information shall be provided for all Evidence items that were held in storage for any period of time during the month of the report, including, but not limited to:
- a. Department file number (URN-Uniform Report Number);
  - b. Date and time placed in storage;
  - c. Date and time released from storage by Department;
  - d. Vehicle, part, and/or equipment license plate number or vehicle identification number.
- 5.2 The final form and format of the report shall be approved by the County Project Manager.

## **6.0 CONTRACTOR'S OFFICE**

- 6.1 Contractor's office shall be at a location within a twenty (20) mile radius of the Department's Sherman Block Building located at 4700 Ramona Boulevard, Monterey Park, California 91754.
- 6.2 Contractor's office shall be equipped with a telephone in the company's name where Contractor conducts business.
- 6.3 Contractor shall provide County with an email address where Contractor conducts business.
- 6.4 Contractor shall staff the business office during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding County holidays, with at least one (1) Contractor employee.
- 6.5 Contractor's employee shall be able to respond to requests for Services, inquiries, and/or complaints that may be received regarding Contractor's performance of the Contract Services.
- 6.6 Contractor's employee shall be able to speak, read, and write in the English language.

## **7.0 CONTRACTOR'S PERSONNEL REQUIREMENTS**

- 7.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 7.2 Contractor's employees shall undergo and pass a background check as set forth in Sub-paragraph 7.4 (Background and Security Investigations) of the Contract.

## **8.0 QUALITY CONTROL PLAN**

The Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements, including policies and procedures for all Contractor personnel. The Quality Control Plan shall be submitted to the County Project Manager or designee for review and approval ten (10) Business Days after the effective date of the Contract. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan, and submit such updated plan for approval to the County Project Manager or designee within ten (10) Business Days of notification.

The Quality Control Plan shall include, but is not limited to the following:

- 8.1 Method and frequency of monitoring to ensure that all of the Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 8.2 Specific activities to be monitored either on a scheduled or unscheduled basis.
- 8.3 Samples of forms to be used in monitoring.
- 8.4 Job title and level of Contractor personnel performing monitoring functions.

## **9.0 QUALITY ASSURANCE PLAN**

- 9.1 The Department will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Sub-paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

### **9.2 Contract Discrepancy Report (Exhibit J of Contract)**

- 9.2.1 The Contractor shall verbally notify the County Project Manager of a Contract discrepancy as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.
- 9.2.2 The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within ten (10) Business Days acknowledging the reported discrepancies or presenting contrary Evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) Business Days.

## **10.0 GREEN INITIATIVES**

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





**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
RELEASE OF PROPERTY/EVIDENCE FORM**

(ATTACHMENT 2)

**The Los Angeles County Sheriff's Department has released its interest in the listed Evidence effective \_\_\_\_\_.**

URN: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

MAKE: \_\_\_\_\_ LICENSE NO: \_\_\_\_\_ VIN/SERIAL NO: \_\_\_\_\_

RELEASE AUTHORIZATION TO: \_\_\_\_\_  
Name

CPE AUTHORIZATION: \_\_\_\_\_  
Print Name Employee No.

**The above listed Evidence may be claimed at Contractor's following location:**

[Name of Business, Address, City, State, Telephone Number]

***Be advised that any fees incurred at the tow yard after this date are the responsibility of the claimant of said Evidence. Please contact the tow yard at your earliest convenience to make the necessary arrangements to retrieve said Evidence.***

\*\*\*\*\*

Released to: \_\_\_\_\_  
Print Name Signature

Released by: \_\_\_\_\_  
Print Name Signature

Date: \_\_\_\_\_

-----  
\_\_\_\_ Statutory Disposal by Contractor  
(Pursuant to Section 22851 of the California Vehicle Code and Section 3072 of the California Civil Code)

Disposed by: \_\_\_\_\_  
Print Name Signature

Date: \_\_\_\_\_

**EXHIBIT B**

**PRICING SHEET**

**FOR**

**VEHICLE TOWING AND LONG-TERM STORAGE SERVICES**



# PRICING SHEET

## INITIAL TERM (YEARS 1-4)

Page 1 of 6

### 1.0 TOWING AND STORAGE RATES

Rates and charges for Towing and Long-Term Storage Services under this Contract shall not exceed the following rate schedule. Additional charges shall not be made for special equipment or service necessary to prepare vehicles for towing.

### 2.0 TOWING RATES

The following flat rates for towing from pick-up location to Contractor's storage facility or from Contractor's storage facility to a designated location shall remain firm and fixed for the initial term of the Contract, and shall include any and all pick-up and hook-up charges.

#### **A. Pick-up outside Los Angeles County – towing charge per vehicle, part, and/or equipment.**

1. Motorcycles, scooters and jet skis (light)      \$150.00
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium).....\$150.00
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$150.00

#### **B. Pick-up within Los Angeles County – towing charge per vehicle, part, and/or equipment.**

1. Motorcycles, scooters and jet skis (light)      ..... \$150.00
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)..... \$150.00
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$150.00

## PRICING SHEET INITIAL TERM (YEARS 1-4)

Page 2 of 6

**C. Transporting stored vehicles from Contractor's storage facility to a designated location outside Los Angeles County – towing charge per vehicle, part, and/or equipment**

1. Motorcycles, scooters and jet skis (light) .....\$ No Charge
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium).. \$ No Charge
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$ No Charge

**D. Transporting stored vehicles from Contractor's storage facility to a designated location within Los Angeles County – towing charge per vehicle, part, and/or equipment**

1. Motorcycles, scooters and jet skis (light) .....\$ No Charge
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)... \$ No Charge
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$ No Charge

### **3.0 DAILY FIXED STORAGE RATES**

The following flat daily rate for storage shall be firm and fixed for the initial term of the Contract. Vehicle must be at the storage facility for over twenty-four (24) hours before a second-day storage charge is applied. There is no extra fee for covered or secured storage of vehicles or parts.

1. Motorcycles, scooters and jet skis (light) ..... \$5.00
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)..... \$5.00
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$12.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$5.00

# PRICING SHEET

## FIRST OPTION PERIOD (YEARS 5-6)

Page 3 of 6

### 1.0 TOWING AND STORAGE RATES

Rates and charges for Towing and Long-Term Storage Services under this Contract shall not exceed the following rate schedule. Additional charges shall not be made for special equipment or service necessary to prepare vehicles for towing.

### 2.0 TOWING RATES

The following flat rates for towing from pick-up location to Contractor's storage facility or from Contractor's storage facility to a designated location shall remain firm and fixed for the first option period of the Contract, and shall include any and all pick-up and hook-up charges.

#### **A. Pick-up outside Los Angeles County – towing charge per vehicle, part, and/or equipment.**

1. Motorcycles, scooters and jet skis (light) .....\$150.00
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)\$.....\$150.00
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$150.00

#### **B. Pick-up within Los Angeles County – towing charge per vehicle, part, and/or equipment.**

1. Motorcycles, scooters and jet skis (light) ..... \$150.00
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)..... \$150.00
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$150.00

## PRICING SHEET FIRST OPTION PERIOD (YEARS 5-6)

Page 4 of 6

**C. Transporting stored vehicles from Contractor's storage facility to a designated location outside Los Angeles County – towing charge per vehicle, part, and/or equipment**

1. Motorcycles, scooters and jet skis (light) .....\$ No Charge
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium).. \$ No Charge
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet).....\$ No Charge

**D. Transporting stored vehicles from Contractor's storage facility to a designated location within Los Angeles County – towing charge per vehicle, part, and/or equipment**

1. Motorcycles, scooters and jet skis (light) .....\$ No Charge
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)... \$ No Charge
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet).....\$ No Charge

### **3.0 DAILY FIXED STORAGE RATES**

The following flat daily rate for storage shall be firm and fixed for the first option period of the Contract. Vehicle must be at the storage facility for over twenty-four (24) hours before a second-day storage charge is applied. There is no extra fee for covered or secured storage of vehicles or parts.

1. Motorcycles, scooters and jet skis (light) ..... \$5.40
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)..... \$5.40
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$14.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$5.40

## **PRICING SHEET SECOND OPTION PERIOD (YEARS 7-8)**

Page 5 of 6

### **1.0 TOWING AND STORAGE RATES**

Rates and charges for Towing and Long-Term Storage Services under this Contract shall not exceed the following rate schedule. Additional charges shall not be made for special equipment or service necessary to prepare vehicles for towing.

### **2.0 TOWING RATES**

The following flat rates for towing from pick-up location to Contractor's storage facility or from Contractor's storage facility to a designated location shall remain firm and fixed for the second option period of the Contract, and shall include any and all pick-up and hook-up charges.

**A. Pick-up outside Los Angeles County – towing charge per vehicle, part, and/or equipment.**

- 1. Motorcycles, scooters and jet skis (light) .....\$150.00
- 2. Automobiles, trucks, boats and trailers less than 20 feet long (medium).....\$150.00
- 3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
- 4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$150.00

**B. Pick-up within Los Angeles County – towing charge per vehicle, part, and/or equipment.**

- 1. Motorcycles, scooters and jet skis (light) ..... \$150.00
- 2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)..... \$150.00
- 3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
- 4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$150.00

## PRICING SHEET SECOND OPTION PERIOD (YEARS 7-8)

Page 6 of 6

**C. Transporting stored vehicles from Contractor's storage facility to a designated location outside Los Angeles County – towing charge per vehicle, part, and/or equipment**

1. Motorcycles, scooters and jet skis (light) .....\$ No Charge
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium).. \$ No Charge
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$ No Charge

**D. Transporting stored vehicles from Contractor's storage facility to a designated location within Los Angeles County – towing charge per vehicle, part, and/or equipment**

1. Motorcycles, scooters and jet skis (light) .....\$ No Charge
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)...\$ No Charge
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$400.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$ No Charge

### **3.0 DAILY FIXED STORAGE RATES**

The following flat daily rate for storage shall be firm and fixed for the second option period of the Contract. Vehicle must be at the storage facility for over twenty-four (24) hours before a second-day storage charge is applied. There is no extra fee for covered or secured storage of vehicles or parts.

1. Motorcycles, scooters and jet skis (light) ..... \$5.80
2. Automobiles, trucks, boats and trailers less than 20 feet long (medium)..... \$5.80
3. Trucks, boats and house trailers 20 feet long and over (heavy) ..... \$16.00
4. Parts of vehicles, and/or various types of equipment (cost per pallet)..... \$5.80

## **EXHIBIT C**

**INTENTIONALLY OMITTED**

**CONTRACTOR'S EEO CERTIFICATION**

Contractor Name City Terrace SVC Inc  
 Address 4167 Whiteside St. LA CA 90063  
 Internal Revenue Service Employer Identification Number 954227891

**GENERAL CERTIFICATION**

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

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

Ruben Gonzalez - Project Manager  
 Authorized Official's Printed Name and Title

[Signature] 4-30-2020  
 Authorized Official's Signature Date



**COUNTY'S ADMINISTRATION****CONTRACT NO.** \_\_\_\_\_**COUNTY PROJECT DIRECTOR:**

Name: Rick Cavataio  
Title: Director, Bureau Operations  
Address: 211 West Temple St, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Telephone: (213) 229-3281  
Facsimile: (323) 415-1083  
E-Mail Address: RM Cavata@lasd.org

**COUNTY PROJECT MANAGER:**

Name: Brian Gellis  
Title: Lieutenant  
Address: 14201 East Telegraph Road  
Whitter, California 90604  
Telephone: (562) 347-4573  
E-Mail Address: BDGellis@lasd.org

**CONTRACT COMPLIANCE MANAGER:**

Name: Dave Culver  
Title: Assistant Director  
Address: 211 West Temple Street – 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Telephone: (213) 229-3260  
Facsimile: (323) 229-3261  
E-Mail Address: DECulver@lasd.org

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** CITY TERRACE SERVICE INC.**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR PROJECT MANAGER:**

Name: Ruben Gonzalez  
Title: Manager  
Address: 4167 Whiteside Street  
Los Angeles, California 90063  
Telephone: (323) 262-8059  
Facsimile: (323) 262-3381  
E-Mail Address: [ctsow@aol.com](mailto:ctsow@aol.com)

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

Name: Miguel Martinez  
Title: President  
Address: 4167 Whiteside Street  
Los Angeles, California 90063  
Telephone: (323) 262-8059  
Facsimile: (323) 262-3381  
E-Mail Address: [ctsow@roadrunner.com](mailto:ctsow@roadrunner.com)

Name: Ruben Gonzalez  
Title: Vice President  
Address: 4167 Whiteside Street  
Los Angeles, California 90063  
Telephone: (323) 262-8059  
Facsimile: (323) 262-3381  
E-Mail Address: [ctsow@aol.com](mailto:ctsow@aol.com)

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

Name: Ruben Gonzalez  
Title: Vice President  
Address: 4167 Whiteside Street  
Los Angeles, California 90063  
Telephone: (323) 262-8059  
Facsimile: (323) 262-3381  
E-Mail Address: [ctsow@aol.com](mailto:ctsow@aol.com)

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME CITY TERRACE SERVICE, INC. Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: 4 / 30 / 20

PRINTED NAME: Ruben Gonzalez

POSITION: Project Manager

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

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

Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

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2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.



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"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# *Safely* Surrendered



No shame. No blame. No names.

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

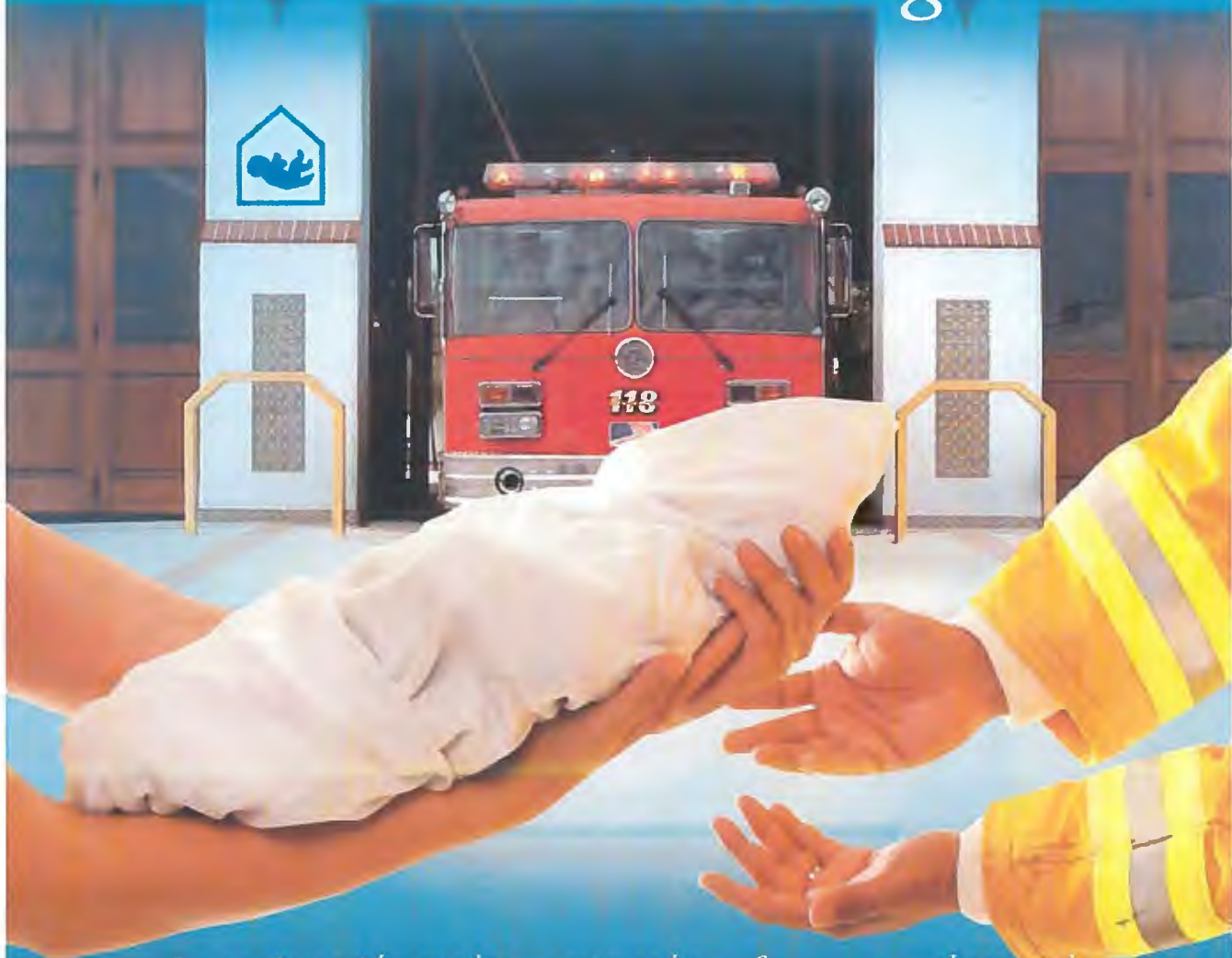
## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

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

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

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



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



## CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_



## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraph 2.10 – Specific Work Requirements	Contractor shall establish and maintain a tracking system to document Department inspections by recording the date, time, person(s) who conducted inspection, and the Evidence that was inspected. Contractor shall confirm that the person conducting inspection has authorization from County Project Manager or designee prior to granting access.	Inspection of files	\$50 per inspection of non-maintenance
SOW: Sub-paragraph 2.12 – Specific Work Requirements	Contractor shall immediately report security breaches of any type to County Project Manager or designee. Notifications during normal business hours should be directed to County Project Manager or designee. Notifications after business hours should be directed to Sheriff's Information Bureau at (213) 229-2222.	Observation and inspection of files	\$50 per non-notification; \$25 for each hour security breach.
SOW : Sub-paragraph 2.13.5 – Specific Work Requirements - Tow Equipment	Each Contractor tow vehicle shall be in compliance with Sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.	Observation and inspection of files	\$ 50 per non-compliance, per Section; and \$50 per day thereafter until in compliance.
SOW : Sub-paragraph 3.2 – Storage Facility Specifications and Security Requirements	The facility shall be secured by a locking system and barbed wire (or equivalent) fencing that is maintained by Contractor.	Observation and inspection	\$ 50 per occurrence; and \$50 per day thereafter, until security in place.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SOW: Sub-paragraph 3.3 – Storage Facility Specifications And Security Requirements	The facility shall be secured by an alarm system that is maintained by Contractor	Observation and inspection	\$50 per occurrence and \$50 per day thereafter, until operational system in place.
SOW: Sub-paragraph 3.5 – Storage Facility Specifications and Security Requirements	Contractor's video monitoring system shall be in operation twenty-four (24) hours a day, seven (7) days a week. Recorded video may be reviewed, and shall be provided upon request, by the Department or other County representative, at any time. Recorded video shall be held by Contractor for a minimum of sixty (60) calendar days from date of recording.	Observation and inspection of recordings	\$50 per incomplete or non-recorded 24-hour period.  \$50 per each 24-hour recorded period not held for sixty (60) calendar days.
SOW: Sub-paragraph 3.7 – Storage Facility Specifications and Security Requirements	Department's Evidence must be separated from all other vehicles in the storage facility by a removable wired six (6) foot high fence with a lock only accessible by authorized persons, so that Evidence shall be preserved.	Observation and inspection	\$50 per occurrence, and \$50 per day thereafter, until removable fence is in place
SOW: Sub-paragraph 3.8 – Storage Facility Specifications and Security Requirements	Contractor shall ensure that all Evidence not stored in a roofed, enclosed, and lighted area, shall be fully covered with a protective ultra violet radiation proof cover, capable of blocking out dust contamination.	Observation and inspection of vehicle	\$50 per vehicle, per day
SOW : Sub-paragraph 4.2 – Evidence Release Requirements	Contractor shall only release the Evidence to person(s) listed on the release authorization form which has been properly executed by an authorized Department's CPE representative. 4.2.1 Contractor shall verify the identity of the person to whom the Evidence is released by requiring a valid state-issued driver's license or photo identification card.	Inspection of files	\$50 per occurrence



## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SOW : Sub-paragraph 5.1 – Reports	<p>At the direction of the Department, the Contractor shall provide a monthly report to the Department with a listing of all stored Evidence. The following minimum information shall be provided for all Evidence items that were that was in storage for any period of time during the month of the report, including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Department file number (URN-Uniform Report Number);</li> <li>b. Date and time placed in storage;</li> <li>c. Date and time released from storage by Department</li> <li>d. Vehicle, part, and/or equipment license plate number or vehicle identification number.</li> </ul>	Observation and inspection of files	\$50 per day of delay
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June 16, 2020

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:

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

**SUBJECT**

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

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, to execute an Agreement, substantially similar to the attached Agreement, with the State for the performance of Services at Pyramid Lake for the period from July 1, 2020 through June 30, 2023, with a maximum contract sum not to exceed \$9,600,000.
2. Delegate authority to the Sheriff, or his designee, to execute any and all amendments to the Agreement, including those amendments that modify the annual budget and staffing amounts in accordance with the annual budget approved by the State or extend the term beyond June 30, 2023.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required documents with the State, including but not limited to,

agreements, assurances and certifications, amendments, modifications, extensions, and payment requests in future Fiscal Years (FYs) as necessary, for the effective administration of the Agreement and/or the continued provision of the services to the State.

4. Delegate authority to the Sheriff, or his designee, to terminate the Agreement if it is in the best interest of the County.

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

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

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

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, Goal 2, Strategy II.2.1, Reduce Violence in Communities, and Strategy II.2.3, Prioritize Environmental Health Oversight and Monitoring.

#### **FISCAL IMPACT/FINANCING**

The estimated charges for agreed upon staffing are based on rates developed by the County's Auditor-Controller. The County will be reimbursed by the State for all costs incurred with a maximum contract sum not to exceed \$9,600,000. The State will be billed on a monthly basis for patrol services provided by the Department at Pyramid Lake.

The contract amount for FY19-20 is \$2,609,769.60. The contract amount for FY20-21 is \$2,713,302.27. The Department's budget will be adjusted as necessary in the FY20-21 Supplemental Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreement shall be from July 1, 2020 through June 30, 2023. The County will be compensated according to the billing rates set forth on Attachment 1, Hourly Rates for Law Enforcement Services, of Exhibit B, Budget Detail and Payment Provisions, of the Agreement. The Services will be provided according to the mutually agreed upon staffing needs of the recreational area. The Agreement provides for mutual indemnification. Either party may terminate the Agreement with thirty days advance written notice to the other party.

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

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

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

**CONCLUSION**

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:TKM:CCS:rz  
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Sachi A. Hamai, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Mary C. Wickham, County Counsel  
Michele Jackson, Principal Deputy County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
John P. Burcher, A/Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)  
Bryan C. Aguilera, Lieutenant, CLEB  
Vanessa C. Chow, Sergeant, ASD  
Clinton C. Skaggs, Sergeant, CLEB  
Erica M. Saavedra, Deputy, ASD  
Adam R. Wright, Deputy, ASD  
Ramona Zamora, Administrative Services Manager II, CLEB  
(Contract Law – Pyramid Lake DWR-Law Enforcement Services 06-16-20)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

4600013452

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

Los Angeles County Sheriff's Department

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$9,600,000.00 | Nine Million Six Hundred Thousand Dollars and Zero Cents

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions - Public Entities (Rev. 2/13)	1
Attachment 1	Rate Sheet for Law Enforcement Services	1
Exhibit C*	General Terms and Conditions	04/2017
Exhibit D	Special Terms and Conditions for DWR (Local Public Entities-Payables) (DWR 9546, Rev. 2/19)	3
Exhibit E	Additional Provisions - County of Los Angeles	2

*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 <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS

211 West Temple Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Alex Villanueva

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 03/2019)

3860-4600013452

AGREEMENT NUMBER 4600013452	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME  
Department of Water Resources

Approved as to legal form  
and sufficiency:  
*James P. Penshaw*  
for Asst. Chief Counsel, DWR

CONTRACTING AGENCY ADDRESS 1416 9th Street, Room 605-1	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING David R. Duval	TITLE Chief, Operations and Maintenance		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

DRAFT

## EXHIBIT A SCOPE OF WORK

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

2. The services will be provided to:

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

3. The services will be performed at:

Pyramid Lake Recreation Area, Vista Del Lago Visitors Center, 38500 Vista Del Lago Rd,  
Gorman, CA 93243, and surrounding recreational facilities, under the jurisdiction of the  
Department of Water Resources, on a year-round basis.

4. The Contract Managers during the term of this Agreement will be:

Department of Water Resources

Name: Lorraine Costanzo  
Title: Plant Operations Supervisor  
Phone: 661-944-8735  
Fax: 661-944-0401

Los Angeles County Sheriff's Department

Name: Ramona Zamora  
Title: Contract Officer  
Phone: 213-229-1642  
Fax: N/A

The Contract Managers may be changed by written notice to the other party.

5. The Contractor will provide the following personnel for the Department of Water Resources:
  - A. Sheriff Deputy positions to provide boat and vehicular patrol of the Pyramid Lake Recreation Area, Vista Del Lago Visitors Center, and surrounding recreational facilities. Three Sheriff Deputies per day, ten hours a day, seven days a week.
  - B. Patrol hours are from dawn until dusk, and will coincide with the schedule of operation by the Pyramid Lake Recreation Concessionaire. Patrol hours will be mutually agreed upon between the Los Angeles County Sheriff's Department and the Department of Water Resources.
6. Additional requirements, including:
  - A. Enforcement of all State, local, and boating laws.
  - B. Enforcement of Fish and Wildlife Regulations.
  - C. Execute open-water rescues.
  - D. Respond to and extinguish vessel fires.
  - E. Respond to and investigate boating accidents.



- F. Perform underwater rescue operations.
- G. Conduct Boating Under the Influence investigations.
- H. Assist and tow disabled vessels.
- I. Provide emergency medical services to the public.
- J. Public education regarding boating safety requirements.
- K. Identifying and marking, if possible, any areas which would be a hazard to boaters and recreational users.
- L. Install or replace buoy lines and markers, as requested by DWR.
- M. Perform a daily check on the Vista Del Lago Visitors Center.
- N. Maintain the installed security surveillance system at the Pyramid Lake Recreation Area and ensure it is in proper working order.

#### 7. Reports

- A. A daily written report will be emailed to the DWR Southern Field Division Security Coordinator or DWR Contract Manager. Weekend reports will be emailed on the first workday after the weekend. Reports will document all incidents (accidents, injuries, security issues or maintenance) provided along the shoreline, beaches or access areas, identification and marking done of hazards to boaters and recreational users, any safety or water problems.
- B. Los Angeles County Sheriff's Department (LASD) will be available for meetings, as needed with the DWR Southern Field Division Security Coordinator or DWR Contract Manager and will participate in exercises and security assessments as pertains to the Pyramid Lake Recreation Area facility. Meeting to entail information sharing, updates on any event planning taking place by DWR or by LASD (Permits are required for any function on state property), review weekly reports and incidents, suggestions on public safety needs, new laws, safety information, upcoming exercises, and provide updated contact information.
- C. Report safety, law enforcement or security incidents (including accidents or injuries) as they occur, report any hazards to boaters and recreational users that have been identified, and any safety or water problems immediately to the Southern Field Division Area Control Center at (661) 944-8600.
- D. The Contractor will charge the rates established in Exhibit B, Attachment 1. The rates will be locked for the duration of the Contract unless there is an approved increase of rates determined by the Los Angeles County Auditor-Controller. DWR must be notified 30 days prior to any rate increases. An updated Rate Sheet must be provided to DWR.

#### E. Invoicing

- A. Invoices will be received one month in arrears every month.
- B. Final invoicing will be completed within six months of the termination date of the contract.

- C. Contract will be closed after six months of the termination date. Any items not invoiced prior to those six months will become the Contractor's responsibility and non-billable to DWR.

DRAFT

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

**A. INVOICING AND PAYMENT**

Contractor shall submit three copies of the invoice to the State only after receiving verbal notice of satisfactory completion or acceptance of work by the DWR Contract Manager.

**The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted no more often than monthly, in arrears, bearing the contract number.

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

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

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

**B. BUDGET CONTINGENCY CLAUSE**

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

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

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

Description of Expense	FY 20/21			
	Approximate Hourly Rate (rounded to nearest cent)	Projected Annual Hours	Monthly Rate	Annual Cost *
<b>Personnel Expenses</b>				
Deputy Sheriff (Boat)	\$ 208.70	10950	\$190,437.04	\$ 2,285,244.50
Liability (3%)	\$ 6.26	10950	\$ 5,713.11	\$ 68,557.34
Sergeant (Boat)	\$ 195.10	1789	\$ 29,085.80	\$ 349,029.55
Liability (3%)	\$ 5.85	1789	\$ 872.57	\$ 10,470.89
<b>Projected Sum of Personnel Expenses</b>			<b>\$226,108.52</b>	<b>\$ 2,713,302.27</b>
<b>Operating Expenses</b>				
<b>Projected Sum of Operating Expenses</b>				<b>\$ -</b>
<b>Projected Sum for Personnel and Operating Expenses FY 20/21</b>				<b>\$ 2,713,302.27</b>

Description of Expense	FY 21/22 †			
	Approximate Hourly Rate (rounded to nearest cent)	Projected Annual Hours	Projected Monthly Rate	Projected Annual Cost
<b>Personnel Expenses</b>				
Deputy Sheriff (Boat)	\$ 220.18	10950	\$200,911.08	\$ 2,410,932.95
Liability (3%)	\$ 6.08	10950	\$ 5,543.77	\$ 66,525.24
Sergeant (Boat)	\$ 205.83	1789	\$ 30,685.51	\$ 368,226.18
Liability (3%)	\$ 6.17	1789	\$ 920.57	\$ 11,046.79
<b>Projected Sum of Personnel Expenses</b>			<b>\$238,060.93</b>	<b>\$ 2,856,731.15</b>
<b>Operating Expenses</b>				
Video System Repair/Replace/Maintenance				\$ 200,000.00
<b>Projected Sum of Operating Expenses</b>				<b>\$ 200,000.00</b>
<b>Projected Sum for Personnel and Operating Expenses FY 21/22</b>				<b>\$ 3,056,731.15</b>

Description of Expense	FY 22/23 †			
	Approximate Hourly Rate (rounded to nearest cent)	Projected Annual Hours	Projected Monthly Rate	Projected Annual Cost
<b>Personnel Expenses</b>				
Deputy Sheriff (Boat)	\$ 232.29	10950	\$211,961.19	\$ 2,543,534.26
Liability (3%)	\$ 6.08	10950	\$ 5,543.77	\$ 66,525.24
Sergeant (Boat)	\$ 217.15	1789	\$ 32,373.22	\$ 388,478.61
Liability (3%)	\$ 6.51	1789	\$ 971.20	\$ 11,654.36
<b>Projected Sum of Personnel Expenses</b>			<b>\$250,849.37</b>	<b>\$ 3,010,192.47</b>
<b>Operating Expenses</b>				
Video System Repair/Replace/Maintenance				\$ 200,000.00
<b>Projected Sum of Operating Expenses</b>				<b>\$ 200,000.00</b>
<b>Projected Sum for Personnel and Operating Expenses FY 22/23</b>				<b>\$ 3,210,192.47</b>

<b>Projected Sum for Contract Total:</b>	<b>\$</b>	<b>8,980,225.89</b>
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\* **Annual** cost determined by Los Angeles County Auditor-Controller. Hourly and monthly costs estimated by dividing by number of months/hours. † Projected rate only. Actual rate may vary and will be provided by the Auditor-Controller's Office prior to the beginning of the fiscal year.

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

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

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

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

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

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

13. COMMERCIAL DRIVER MEAL PERIOD AND REST PERIOD: To comply with Supreme Court case *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, Contractor shall ensure that commercial drivers employed or subcontracted for under this contract shall receive meal periods and rest periods commensurate with those required by Department of Industrial Relations Wage Order 9, sections 11 and 12: <https://www.dir.ca.gov/IWC/IWCArticle9.pdf>.
14. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:
- a) The General Terms and Conditions;
  - b) The Std. 213;
  - c) The Scope of Work;
  - d) Any other incorporated attachments in the Contract by reference

**EXHIBIT E**  
**ADDITIONAL PROVISIONS - COUNTY OF LOS ANGELES**

**1.0 ADMINISTRATION OF PERSONNEL**

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

**2.0 INDEMNIFICATION BY STATE**

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

**3.0 RIGHT OF TERMINATION**

- 3.1 The County may terminate this Agreement with or without cause by giving not less than thirty (30) calendar days advance written notice to the State.



Notwithstanding the foregoing, the Sheriff's Department may cancel the provision of services with only ten (10) calendar days advanced notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

- 3.2 In the event of a termination, each party will fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party will be released from all obligations, which would otherwise accrue subsequent to the date of termination.

#### **4.0 BILLING RATES**

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

#### **5.0 SELF-INSURANCE**

- 5.1 The State acknowledges that the County is self-insured, and the State agrees that County may utilize self-insurance to meet its obligations.



# Office of Inspector General County of Los Angeles

## **Reform and Oversight Efforts: Los Angeles County Sheriff's Department**

January to March  
2020

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## INTRODUCTION

This report describes a portion of the Office of Inspector General’s monitoring, auditing, and review activities related to the Los Angeles County Sheriff’s Department (LASD) that occurred from January 1, 2020, through March 31, 2020.<sup>1</sup>

The Office of Inspector General continues to work to increase the amount of data provided in each *Quarterly Report*. By providing quarterly updates, the Office of Inspector General’s goal is to keep the public, the Board of Supervisors, and the Civilian Oversight Commission aware of recent trends and changes in LASD policies, procedures, and practices.

## MONITORING LASD OPERATIONS

### Service Comment Reports

In accordance with LASD policies, the Department accepts and reviews all comments from members of the public about Departmental service or employee performance.<sup>2</sup> LASD categorizes these comments into three categories:

- External Commendation: an external communication of appreciation for and/or approval of service provided by LASD members;
- Service Complaint: an external communication of dissatisfaction with LASD service, procedure or practice, not involving employee misconduct; and
- Personnel Complaint: an external allegation of misconduct, either a violation of law or LASD policy, against any member of LASD.<sup>3</sup>

The following chart lists the number and types of comments reported to the Office of Inspector General by the Department about each station or unit. It is important to note that some of these service comments may have originated prior to this quarter. If the comments are based on conduct that occurred in previous quarters, they may still show up as active in the LASD’s database as the Department

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<sup>1</sup> The report will note if the data reflects something other than what was gathered between January 1, 2020 and March 31, 2020.

<sup>2</sup> See Los Angeles County Sheriff’s Department, *Manual of Policies and Procedures*, 3-04/10.00, “Department Service Reviews.”

<sup>3</sup> It is possible for an employee to get a Service Complaint and Personnel Complaint based on the same incident in question.

continues to work towards investigating/resolving the issues raised in the complaints. Also, there may be comments that do not yet appear on the chart below as they have still not been entered into the Department's automated system as of the date this information was provided to the Office of Inspector General.<sup>4</sup>

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
ADM : CENTRAL PATROL ADM HQ	0	1	1
ADM : NORTH PATROL ADM HQ	1	1	1
ADM : TECH & SUPPORT ADM HQ	2	0	0
ALD : ALTADENA STN	3	1	2
ASH : OFFICE OF THE ASST SHF I	1	0	0
AVA : AVALON STN	2	1	0
CCS : COMMUNITY COLLEGE BUREAU	2	1	0
CEN : CENTURY STN	6	15	2
CER : CERRITOS STN	2	4	2
CLP : COMM LAW ENFORCE PARTNER PROG	1	0	0
CMB : CIVIL MANAGEMENT BUREAU	17	4	2
CNT : COURT SERVICES CENTRAL	3	3	0
COM : COMPTON STN	7	8	0
CPB : COMMUNITY PARTNERSHIP BUREAU	4	1	1
CRD : CENTURY REG DETEN FAC	2	1	0
CRV : CRESCENTA VALLEY STN	3	4	1
CSB : COUNTY SERVICES BUREAU	0	8	2
CSN : CARSON STN	8	9	2
CST : COURT SERVICES TRANSPORTATION	2	0	0
DSB : DATA SYSTEMS BUREAU	1	0	0
ELA : EAST LA STN	5	6	1
EST : COURT SERVICES EAST	4	2	1
FCC : FRAUD & CYBER CRIMES BUREAU	0	1	0
HDQ : OH SECURITY HQ	1	0	0
HOM : HOMICIDE BUREAU	2	2	0
HTB : HUMAN TRAFFICKING BUREAU	2	0	0

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<sup>4</sup> This data was obtained from LASD's Performance Recording and Monitoring System on March 31, 2020 and reflects the data provided as of that date.

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
IAB : INTERNAL AFFAIRS BUREAU	0	1	0
IND : INDUSTRY STN	4	6	1
IRC : INMATE RECEPTION CENTER	0	2	1
ISB : INMATE SERVICES BUREAU	0	1	0
LCS : LANCASTER STN	9	16	6
LKD : LAKEWOOD STN	12	8	3
LMT : LOMITA STN	9	2	1
MAR : MARINA DEL REY STN	1	8	0
MCB : MAJOR CRIMES BUREAU	2	0	0
MCJ : MEN'S CENTRAL JAIL	1	0	2
MLH : MALIBU/LOST HILLS STN	11	8	7
MTL : METROLINK	1	4	0
NAR : NARCOTICS BUREAU	2	1	0
NCF : NORTH CO. CORRECTL FAC	0	1	1
NWK : NORWALK REGIONAL STN	7	4	1
OSS : OPERATION SAFE STREETS BUREAU	0	3	2
OTH : OTHER	0	1	0
PER : PERSONNEL ADMIN	2	0	0
PKB : PARKS BUREAU	2	3	0
PLM : PALMDALE STN	16	24	3
PRV : PICO RIVERA STN	7	1	2
RMB : RISK MANAGEMENT BUREAU	2	0	0
RTB : TRAINING BUREAU	0	1	0
SCV : SANTA CLARITA VALLEY STN	25	9	2
SDM : SAN DIMAS STN	3	2	0
SLA : SOUTH LOS ANGELES STATION	2	13	7
SVB : SPECIAL VICTIMS BUREAU	2	4	1
TEM : TEMPLE CITY STN	8	5	1
TSB : TRANSIT SERVICES BUREAU	4	3	0
TT : TWIN TOWERS	2	0	1
UNK : UNKNOWN	0	0	1
USR : OFFICE OF THE UNDERSHF	0	0	1
WAL : WALNUT/SAN DIMAS STN	12	7	1
WHD : WEST HOLLYWOOD STN	7	6	4

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
WST : COURT SERVICES WEST	5	4	0
<b>Total :</b>	<b>239</b>	<b>221</b>	<b>67</b>

## Comments and Complaints Received by the Office of Inspector General

The OIG received twenty-seven new complaints in the first two months of the first quarter of 2020 from members of the public, prisoners, prisoners' family members and friends, community organizations, and County agencies.<sup>5</sup> Each complaint was reviewed by OIG staff.

### Conditions of Confinement

Thirteen of these complaints were related to conditions of confinement within the Department's custody facilities, as shown below:

Complaint/ Incident Classification	Totals
Personnel Issue	
Use of Force	1
Medical/Dental Issue	2
Other Service Issue	10
<b>Total</b>	<b>13</b>

### Field Encounters with the Los Angeles County Sheriff's Department

Thirteen complaints were related to civilian contacts with Department personnel by persons who were not in custody.

Complaint/ Incident Classification	Totals
Personnel Issue	
Rude/Abusive Behavior	2
Discrimination	2
Unlawful Search	2
Unlawful Detention	2
No Discernable subject	3
Other Service Issue	2
<b>Total</b>	<b>13</b>

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<sup>5</sup> When complaints raise multiple issues, the OIG tracks and monitors the Department's response to each issue. As such, a single complaint may receive more than one classification as reflected in the referenced tables.

Two complaints were not about the Department or Department personnel and were referred to the appropriate agency or the complainant was directed to seek legal advice.

### **Taser Use in Custody**

The Office of Inspector General has compiled the number of times LASD has deployed a Taser in custodial settings from January 2018, through December 2019. The numbers below were gathered from the LASD's *Monthly Force Synopsis*, which LASD produces and provides to the Office of Inspector General each month.<sup>6</sup>

<b>Month</b>	<b>Number of Taser Deployments</b>
January 2018	5
February 2018	2
March 2018	7
April 2018	7
May 2018	0
June 2018	4
July 2018	6
August 2018	7
September 2018	3
October 2018	5
November 2018	3
December 2018	1
January 2019	9
February 2019	9
March 2019	5
April 2019	4
May 2019	1
June 2019	2
July 2019	6
August 2019	9
September 2019	6
October 2019	3
November 2019	6
December 2019	5
January 2020	5
February 2020	3
March 2020	3

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<sup>6</sup> The OIG is not opining on whether the use of the Taser in each of these incidents was permissible under LASD's policies and/or if the Taser was deployed lawfully.



## Use-of-Force Incidents in Custody Division

The Office of Inspector General monitors uses of force by LASD staff on prisoners, prisoner-on-prisoner violence, and assaults by prisoners on LASD personnel. LASD is still verifying the accuracy of the information for incidents which occurred after September 2019.

### Prisoner-on-staff Assaults:

1 <sup>st</sup> Quarter of 2018	144
2 <sup>nd</sup> Quarter of 2018	173
3 <sup>rd</sup> Quarter of 2018	131
4 <sup>th</sup> Quarter of 2018	115
1 <sup>st</sup> Quarter of 2019	122
2 <sup>nd</sup> Quarter of 2019	132
3 <sup>rd</sup> Quarter or 2019	164

### Prisoner-on-prisoner Assaults:

1 <sup>st</sup> Quarter of 2018	871
2 <sup>nd</sup> Quarter of 2018	905
3 <sup>rd</sup> Quarter of 2018	988
4 <sup>th</sup> Quarter of 2018	881
1 <sup>st</sup> Quarter of 2019	769
2 <sup>nd</sup> Quarter of 2019	794
3 <sup>rd</sup> Quarter of 2019	858

### Use-of-force Incidents:

1 <sup>st</sup> Quarter of 2018	546
2 <sup>nd</sup> Quarter of 2018	592
3 <sup>rd</sup> Quarter of 2018	530
4 <sup>th</sup> Quarter of 2018	452
1 <sup>st</sup> Quarter of 2019	501
2 <sup>nd</sup> Quarter of 2019	478
3 <sup>rd</sup> Quarter of 2019	525

## LASD Use of Unmanned Aircraft Systems

LASD reports that it deployed the Unmanned Aircraft System one time between January 1, 2020, and March 31, 2020. On February 14, 2020, LASD deployed the system to conduct a search of a missing person in Latigo Canyon in Malibu. The

system was able to search areas that rescuers had a hard time reaching, and areas that were not visible by aircraft. Unfortunately, even with the use of the system, the person was not found.

## DATA REVIEW

### Deputy-Involved Shootings

LASD categorizes deputy-involved shootings by the tactical circumstances of the shooting, not the outcome. The definitions of each of these categories can be found in the *Manual of Policies and Procedures* (MPP), section 3-10/300.00. LASD defines “hit shooting” as one in which a deputy fired his/her weapon intentionally and hit one or more people. A “non-hit shooting” is defined as an event where a deputy fired a deputy’s weapon intentionally but did not hit anyone. If a person was unintentionally struck by gunfire, the shooting is categorized by LASD as an accidental shooting (for example, if a shot was intentionally fired at an animal and struck a bystander, the shooting would be categorized by LASD as accidental).

The Office of Inspector General reports all deputy-involved shootings in which a deputy intentionally fired a firearm at a human being or intentionally or unintentionally fired a firearm and another human being was injured or killed as a result, unless the injury is self-inflicted. From January 1, 2020, through March 26, 2020, there were two incidents in which people were shot or shot at by LASD personnel. Office of Inspector General staff responded to each of these deputy-involved shootings. In these incidents two people were struck by deputies’ gunfire, one of them fatally.

LASD provides some data regarding these shootings on its public data website at: <https://lasd.org/data/deputyinvolvedshootingsstats/>, and is working on its web-site to implement previous recommendations by the Office of Inspector General that summaries of each shooting be provided. As of March 31, 2020, that feature has not been completed, so we have included a summary of information initially relayed by LASD.

**Santa Clarita:** LASD reported that on March 1, 2020, at approximately 2:30 p.m., a deputy was driving a patrol vehicle in the employee parking lot of the Santa Clarita Valley Station when a male hispanic exited a parked car and walked into the deputy’s path of travel, stopping directly in front of the deputy’s vehicle. The deputy saw that the male was armed with what appeared to be a semi-automatic handgun. The deputy exited the patrol vehicle, drew his firearm and ordered the male to drop his gun several times. Instead of complying with the deputy’s command, the male raised the firearm towards the deputy at which time the deputy

fired two rounds at the suspect striking him in the lower torso. The weapon in the suspect's possession was recovered and determined to be an airsoft pistol designed to look like a Taurus semi-automatic pistol.

The male was transported to the hospital, where he was pronounced dead. Family Assistance Program representatives from the County Department of Mental Health assisted the Homicide Bureau with the notification to the next of kin and county services were offered to the family of the suspect.

**Palmdale/Sylmar:** LASD reported that on March 5, 2020, at approximately 9:30 p.m., two deputies in a patrol car attempted to conduct a traffic stop of the driver of an Audi because the driving pattern of the vehicle suggested that the driver was impaired. After the Audi failed to yield, the deputies initiated a reckless DUI pursuit. During the pursuit the Aero Bureau took over, pursuing the Audi from the air. Once the Aero Bureau took command of the pursuit the patrol deputies switched from pursuit mode to surveillance mode. While being pursued by the Aero Bureau, the Audi rammed through a gate at United States Airforce Plant 42 in Palmdale and the suspects shot at the deputies who were in the surveillance vehicle. The Audi continued through the base, crashed through another gate, and reentered the highway. At that time, the patrol deputies resumed their pursuit of the vehicle, with the Aero Bureau continuing to pursue the Audi as well. During the pursuit, the occupants of the Audi fired shots at the airship overhead. Spike strips were successfully deployed and the Audi came to a stop at a guardrail at the interchange of the 5 and 210 freeway. The driver of the vehicle, a white male, exited the car and fired at the deputies. At the same time, the passenger, also a white male, shot at the deputies through the rear window of the Audi. Seven deputies on the scene returned fire, shooting a total of 29 rounds at the driver and passenger.

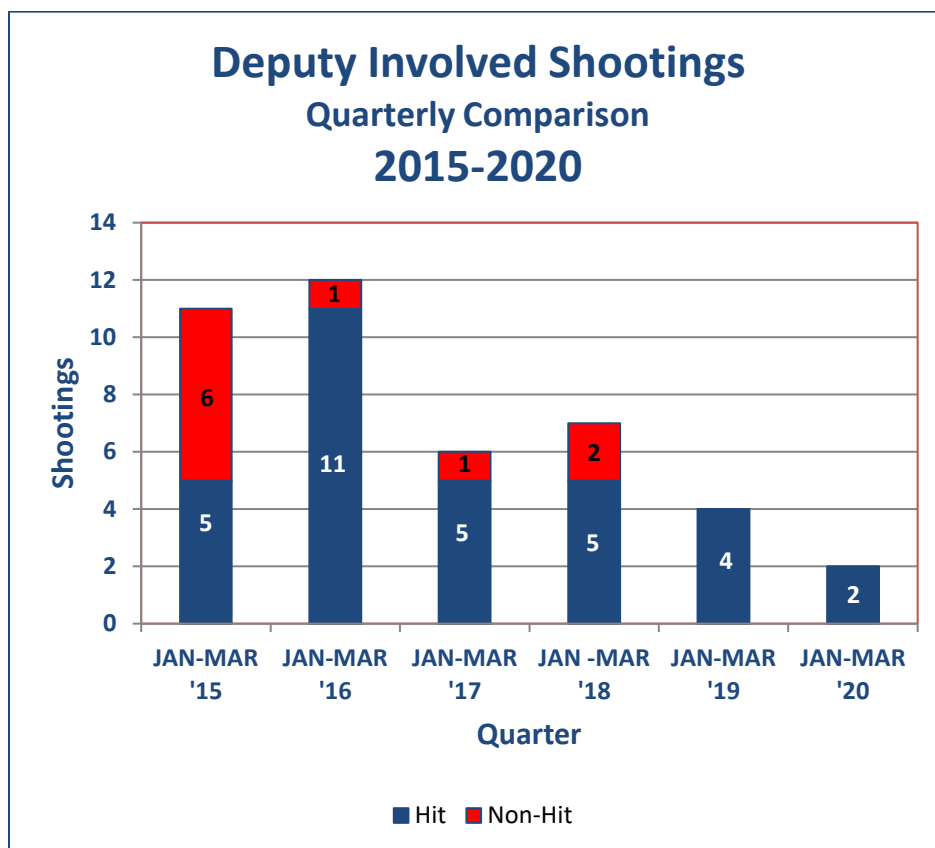
The driver eventually dropped his gun and fled and was apprehended as he attempted to carjack a motorist. The driver sustained one gunshot wound to his thigh, was transported to the hospital, treated, and released into custody. The passenger of the Audi suffered no injuries and was taken into custody as he exited the car.

During this incident, a deputy was struck by a passing car, resulting in minor injuries. He was treated and released from the hospital.

From the scene, deputies recovered a Tec-9 handgun, a stainless-steel revolver with seven expended shell casings, bags of substances suspected to be methamphetamine and heroin, and \$5,000 in cash. During the pursuit, the suspects

tossed what appeared to be four one-gallon sized plastic bags of white powder (suspected to be illegal narcotics) from the car, striking the pursuing radio cars.

### Comparison to Prior Years



### Homicide Bureau's Investigation of Deputy-Involved Shootings

The Homicide Bureau is responsible for conducting the investigation of all deputy-involved shootings, regardless of category, in which a person is injured or killed. After completing its investigation, the Homicide Bureau submits its investigation to the Los Angeles County District Attorney (LADA) for consideration of filing criminal charges.

If the LADA declines to file the case, LASD's Internal Affairs Bureau (IAB) completes a force review to determine whether Department personnel violated any Departmental policies during the incident.

For the present quarter, the Homicide Bureau reports 13 shooting cases involving LASD personnel that are currently open and under investigation. The oldest case is

a June 6, 2019 shooting in South Los Angeles. This shooting is described briefly in the Office of Inspector General's *June 2019 Reform and Oversight Efforts: Los Angeles County Sheriff's Department* report.

### **District Attorney Review of Deputy-Involved Shootings**

This quarter, LASD reports it has sent five cases involving a deputy-involved shooting to the LADA for filing consideration.

Between January 1, 2020, and March 31, 2020, the LADA issued findings in eight deputy-involved shooting cases involving LASD employees.

- In the September 24, 2018, non-fatal shooting of Halcyon Johnson, the District Attorney opined in a memorandum dated [January 13, 2020](#), the deputies acted lawfully in self-defense and in defense of others.
- In the June 28, 2018, non-fatal shooting of Pedro Garcia, the District Attorney opined in a memorandum dated [January 29, 2020](#), the deputy acted lawfully in self-defense.
- In the February 11, 2016, fatal shooting of Matthew Quinn, the District Attorney opined in a memorandum dated [February 4, 2020](#), the deputies acted lawfully in self-defense and defense of others.
- In the July 4, 2017, non-fatal shooting of Jeremias Lopez, the District Attorney opined in a memorandum dated [February 5, 2020](#), the deputy acted lawfully in self-defense.
- In the December 1, 2016, non-fatal shooting of Rodolfo Martinez, the District Attorney opined in a memorandum dated [February 18, 2020](#), that the "shooting was a result of an accident during a justified use of force." The LADA closed the case declining to file charges based on this analysis.
- In the November 1, 2018, non-fatal shooting of Rashaad Franco, the District Attorney opined in a memorandum dated [February 25, 2020](#), the deputy acted lawfully in self-defense.
- In the August 12, 2018, fatal shooting of Anthony Vargas, the District Attorney opined in a memorandum dated [February 26, 2020](#), the deputies acted lawfully in self-defense and in defense of others.
- In the December 24, 2016, fatal shooting of Zhonghua Li, the District Attorney opined in a memorandum dated [February 27, 2020](#), the deputies acted in lawful self-defense and in defense of others.

The District Attorney's formal findings and the facts surrounding each of the above cases may be found in the District Attorney's website at:

<http://da.lacounty.gov/reports/ois>.

## Internal Criminal Investigations Bureau

LASD's Internal Criminal Investigations Bureau (ICIB) now reports to the Chief, Professional Standards Division. ICIB is responsible for investigating most allegations of criminal misconduct by members of LASD which occurred in the policing jurisdiction of the Sheriff's Department.

As of March 31, 2020, LASD reports ICIB has 76 active cases. LASD reports sending eight cases this quarter to the LADA for filing considerations. The oldest open case ICIB has on its books is from 2011. In that case, the District Attorney filed criminal charges on April 16, 2014, but a judgment has not yet been entered.<sup>7</sup>

## Internal Affairs Bureau

The IAB is responsible for conducting administrative investigations of policy violations by LASD members and for responding to and reviewing deputy-involved shootings and significant use-of-force cases. Administrative investigations may alternatively be conducted at the unit level. The subject's unit command and the IAB command determine whether an investigation is investigated by IAB or remains a unit-level investigation.

During the first quarter of 2020, LASD reports opening 89 new administrative investigations. Of these 89 cases, 36 were assigned to IAB, 36 were designated as unit-level investigations, and 17 were entered as criminal monitors. In the same period, IAB reports that 75 cases were closed by IAB or at the unit level. There are 315 pending administrative investigations. Of those 315 pending investigations, 202 are assigned to IAB and the remaining 113 are pending unit-level investigations.

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<sup>7</sup>*People v. Anthony Manuel Paez and Julio Cesar Martinez BA423669*, opened by LASD on December 14, 2011, presented to District Attorney on June 26, 2013, filed by the District Attorney on April 16, 2014, with sentencing of defendant Martinez set for April 16, 2021. The District Attorney requested dismissal as to Anthony Paez on April 18, 2019.

## Civil Service Commission Dispositions

From December 18, 2019,<sup>8</sup> to March 31, 2020, the Civil Service Commission issued a final decision in six LASD cases. In one of the cases, the Civil Service Commission reduced the Department's imposed discipline while in all others the Commission sustained the Department's findings and discipline.

## CUSTODY DIVISION

### Handling of Prisoner Grievances

LASD is still in the process of installing iPads in all jail facilities to capture information related to prisoner requests and, eventually, prisoner grievances. There are now a total of 187 installed iPads, a decrease of four iPads since the last quarter. There are 57 iPads at Century Regional Detention Facility (CRDF), 48 iPads at Men's Central Jail (MCJ), and 86 iPads at Twin Towers Correctional Facility (TTCF). As previously reported, LASD completed the Wi-Fi upgrades to operate the iPads at TTCF and CRDF. LASD reports that Wi-Fi connection issues at MCJ required LASD to take the iPads off-line until the Wi-Fi upgrades are completed. The implementation plan for iPads at Pitchess Detention Center North (PDC North) is still in development.

LASD reports that prisoners have accessed the iPads to obtain information on 819,672 occasions between January 1, 2020, and March 31, 2020. As previously reported, LASD continues to expand the types of information that can be accessed from the iPads and will continue to add information as feasible.

As reported in the Office of Inspector General's January 2018 *Reform and Oversight Efforts: Los Angeles County Sheriff's Department* report, LASD implemented a policy restricting the filing of duplicate and excessive prisoner grievances.<sup>9</sup> LASD reports that between January 1, 2020, and March 31, 2020, 13 prisoners were restricted from filing 41 grievances under this policy.

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<sup>8</sup> The minutes for the Civil Service Commission meetings held after December 17, 2019, were not released until this quarter; hence, the reason why December 2019 information is included in this first quarter report of 2020.

<sup>9</sup> See Los Angeles County Sheriff's Department, *Custody Division Manual*, 8-04/050.00, Duplicate or Excessive Filings of Grievances and Appeals, and Restrictions of Filing Privileges.

## In-Custody Deaths

Between January 1, 2020, and March 31, 2020, ten individuals died while under the care and custody of LASD. Of these ten decedents, one died at CRDF, one died at MCJ, one died at TTCF's Correctional Treatment Center, and seven died in the hospitals to which they had been transported.

Office of Inspector General staff responded to the scene of each death that occurred at CRDF and MCJ. Office of Inspector General staff also attended the Custody Services Division Administrative Death Reviews for each of the ten in-custody deaths.

The following summaries, arranged in chronological order, provide brief descriptions of each in-custody death:

On January 14, 2020, an individual at MCJ was reportedly discovered unresponsive during a Title-15 safety check. Deputies and medical personnel rendered emergency aid until paramedics arrived and transported the individual to Los Angeles County/USC Medical Center (LCMC). The individual died on January 16, 2020.

On January 22, 2020, an individual died at LCMC after being transported from TTCF's Correctional Treatment Center on January 14, 2020, for a higher level of care.

On January 30, 2020, an individual died at LCMC after being transported from MCJ on January 15, 2020, for a higher level of care.

On February 16, 2020, an individual died at LCMC after being transported from TTCF's Correctional Treatment Center on January 13, 2020, for a higher level of care.

On February 19, 2020, an individual at CRDF was reportedly discovered unresponsive during a Title-15 safety check. Emergency aid was rendered, paramedics were called, but the individual was pronounced dead at the scene.

On February 20, 2020, an individual died at LCMC after being transported from TTCF's Urgent Care on January 23, 2020, for a higher level of care.

On March 4, 2020, an individual died at LCMC after being transported from MCJ on March 2, 2020, for a higher level of care.



On March 11, 2020, an individual at MCJ was reportedly discovered unresponsive in a cell during a Title-15 safety check. Emergency aid was rendered, paramedics were called, but the individual was pronounced dead at the scene.

On March 20, 2020, an individual died at LCMC after being transported from MCJ on March 17, 2020, for a higher level of care.

On March 23, 2020, an individual at TTCF's Correctional Treatment Center was reportedly discovered unresponsive in a cell. Emergency aid was rendered, paramedics were called, but the individual was pronounced dead at the scene.

### Other Deaths

Between January 1, 2020, and March 31, 2020, three individuals died under circumstances which do not fit within the current categorical definition of an in-custody death but were under the care and custody of LASD when the condition which resulted in their deaths first became apparent.

The following summaries provide a brief description of the circumstances surrounding these deaths:

On February 13, 2020, deputies responded to multiple calls for service and subsequently arrested an individual at the location following a use of force. The individual began to experience a medical emergency. Deputies rendered lifesaving measures until paramedics arrived and transported the individual to Coast Plaza Hospital. The individual died less than one hour after being transported. Office of Inspector General staff was present at the Critical Incident Review for this incident.

On February 24, 2020, deputies responded to a call for service and subsequently arrested an individual at the location. The individual began to experience a medical emergency. Deputies rendered lifesaving measures until paramedics arrived. Paramedics pronounced the individual dead at the scene. Office Of Inspector General staff was present at the Critical Incident Review for this incident.

On March 16, 2020, deputies responded to a call for service and subsequently arrested an individual at the location following a use of force. The individual began to experience a medical emergency. Deputies rendered lifesaving measures until paramedics arrived and transported the individual to Saint Francis Medical Center. The individual died less than one hour after being transported. Office of Inspector General staff was present at the Critical Incident Review for this incident.

## Office of Inspector General Site Visits

Office of Inspector General staff regularly conduct site visits and inspections at LASD's custodial facilities to identify matters requiring attention. All site visits result in follow up. In the first quarter of 2020, Office of Inspector General personnel completed 22 site visits and logged 59 monitoring hours inside six of LASD's jail and lockup facilities. During those visits, Office of Inspector General personnel spoke with prisoners and met with LASD personnel of all ranks, including custody assistants, civilian staff, clergy, and volunteers. As part of the Office of Inspector General's jail monitoring, Office of Inspector General staff attended 66 Custody Services Division executive and administrative meetings and met with division executives for 64 monitoring hours.

Office of Inspector General personnel also continued to meet with prisoners housed in general population modules, administrative segregation units, disciplinary units, and medical and mental health units. The Office of Inspector General Monitors met with and received input from individuals at cell front, during recreation and treatment group time, and in private interview rooms when necessary to ensure confidentiality. The following chart represents LASD facilities visited from January 1, 2020, through March 31, 2020:

Facility	Site Visits
Century Regional Detention Facility (CRDF)	2
Inmate Reception Center (IRC)	2
Men's Central Jail (MCJ)	10
North County Correctional Facility (NCCF)	1
Pitchess Detention Center North (PDC North)	1
Twin Towers Correctional Facility (TTCF)	6
<b>Total</b>	<b>22</b>

## LASD'S COOPERATION WITH ICE

### *Gonzalez v. Immigration and Customs Enforcement (ICE)*

On September 27, 2019, the United States District Court for the Central District of California found that, although ICE does not rely on one single database to determine an individual's citizenship and immigration status, the utilized databases often contain incomplete data, significant errors, or are not designed to provide information that would serve as the basis for determining a person's removability, and therefore are insufficient to provide indicia of probable cause for the issuance of an immigration detainer. The Court found that "reliance on inaccurate, incomplete,

and error-filled databases [to establish probable cause for detainers] violates the Fourth Amendment.”<sup>10</sup>

On February 5, 2020, the same court issued its final judgement barring ICE from issuing a detainer to state and local law enforcement agencies based solely on searches of databases the court found lacked sufficient indicia of reliability for a probable cause determination of removal.

On November 7, 2020, the LASD had changed its detainers practices in response to the September 27, 2019 court decision. On December 18, 2019, LASD reported to the Office of Inspector General that the practice had been changed and that the applicable Inmate Reception Center Unit Order was being formally revised to make detainers based upon biometric identification invalid. The revised Unit Order was issued December 30, 2019. Specifically, under the heading Processing In-Custody Transfers to ICE, the Unit Order now states:

*NOTE: A detainer issued solely on the basis of biometrics is not valid and shall not be honored.*<sup>11</sup>

### **ICE after *Gonzalez v. Immigration and Customs Enforcement***

On March 26, 2020, LASD implemented a new practice and stopped “mak[ing] notifications about, or permit[ting] transfers of, persons convicted of non-violent or non-serious felonies or misdemeanors.”<sup>12</sup> In March 2020, LASD transferred a total of six inmates to ICE. Four of the inmates were for non-serious and non-violent felonies. The Office of Inspector General was able to confirm that one of the four transfers occurred on March 25, 2020, the day *before* LASD implemented its new practice. LASD has also reported that none of the inmates who were transferred to ICE were given early release because they were in a “vulnerable group.”

Since the end of the first quarter, ICE transfers have been additionally restricted, resulting in a report of the transfers of only three persons with serious or violent felonies. With the COVID19 pandemic the status of transfers is uncertain.

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<sup>10</sup> [https://oig.lacounty.gov/Portals/OIG/Reports/Gonzalez-v-ICE\\_20190927\\_decision.pdf?ver=2020-05-21-112702-723](https://oig.lacounty.gov/Portals/OIG/Reports/Gonzalez-v-ICE_20190927_decision.pdf?ver=2020-05-21-112702-723).

<sup>11</sup> Inmate Reception Center, Unit Order 5-22/001.10.

<sup>12</sup> The Department did not notify the Office of Inspector General of this change in practice until April 14, 2020.

## **New I-247G Form Issued by ICE**

On Friday, March 20, 2020, the Office of Inspector General was provided information from a stakeholder that ICE was issuing a new I-247G form to LASD entitled *Request for Advanced Notification of Release*.

On March 31, 2020, LASD reported that they had received 69 of the I-247G forms. LASD reported that they were not acting on these forms, only tracking them for statistical purposes. According to LASD, as of that time ICE had not provided any information about or explanation of how they would like LASD to respond to, the new form.

LASD has also reported that the I-247A form (detainer) has not been revised by ICE. The current version of the I-247A is dated March 2017.

## **CITIZENS' COMMISSION ON JAIL VIOLENCE UPDATES**

### ***CCJV Recommendation 3.12: The Department should purchase additional body scanners***

LASD continues to operate body scanners at CRDF, PDC North, PDC South, NCCF, and IRC. The final body scanner assigned to MCJ is fully installed and operational, but is not currently in regular use.

According to LASD records, from January 1, 2020, to March 31, 2020, 184 prisoners refused to go through the body scanners across all applicable facilities. As previously reported, LASD reported that it no longer records the reasons for such refusals because the data did not contribute significant feedback towards the goal of reducing strip searches since the primary reason for refusals is jail politics.

### ***CCJV Recommendation 7.15: The use of lapel cameras as an investigative tool should be broadened***

As previously reported, LASD opted for an alternative implementation of this recommendation and embarked on a five-year program to install fixed cameras in the jail facilities. All identified cameras are now installed at PDC South and the facility reports that it is in the process of having the vocational shop's cameras connected to the LASD network. LASD reports that it is unable to provide an accurate date of completion at this time. Efforts to implement body worn cameras in patrol are ongoing.