



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

June 20, 2006

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:

**REQUEST FOR APPROVAL OF THE AGREEMENT FOR SERVICES WITH THE
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
(ALL DISTRICTS) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Find that the attached Agreement is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b) (3) of the State CEQA Guidelines.
2. Approve and authorize the Fire Chief to sign the attached five-year Agreement for Services between the California Department of Correction and Rehabilitation (CDCR) and the Consolidated Fire Protection District of Los Angeles County (District) to be effective July 1, 2006, with an annual reimbursement to the District by the CDCR at about \$8.3 million.
3. Authorize the Fire Chief to execute any amendments, for each of the five years, if required for the administration of this Agreement, including any increase in annual reimbursement. Such amendments will be approved by CDCR and approved as to form by County Counsel.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDDORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRWINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the recommendations before your Board will allow the District to continue the operation of five inmate fire suppression camps in Los Angeles County in conjunction with the CDCR for a five-year term, commencing July 1, 2006 and continuing through June 30, 2011, with an annual reimbursement from the CDCR at about \$8.3 million.

These camps will provide for a total of 24 fire suppression inmate crews for use on brush fires, emergency incidents, fire prevention, and other public work projects. Detailed responsibilities of the District and CDCR are described in Exhibit A of the attached Agreement.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal for Fiscal Responsibility and the Goal of Service Excellence as it provides services to County residents served by the District through the continued operation of the five inmate fire suppression camps in a cost effective manner.

FISCAL IMPACT/FINANCING:

The District negotiated and the CDCR approved to reimburse the District approximately 83% of the program's annual operating costs, including salary and employee benefits for the District's assigned staff and indirect cost to maintain the five inmate fire suppression camps. The CDCR also approved funding for District staffing to provide for two (2) additional fire suppression inmate crews.

The 2006-07 projected program cost is \$10,056,499, of which \$8,346,894 (or 83%) has been recently approved by the Department of Finance, and subject to the Legislature's approval of the 2006-07 Governor's Budget. In addition, this annual reimbursement is subject to increases for cost of living adjustments upon negotiation and final approval by the State.

Detailed descriptions of the projected budget and reimbursements are identified in Exhibit B of the attached Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The District has had Agreements for Services with the CDCR for many years, which have provided funding for the operation of five inmate fire suppression camps in Los Angeles County. These camps are an invaluable cost-effective asset toward the prevention and suppression of wildland fires in the County and enhance the District's ability to reduce the

The Honorable Board of Supervisors
June 20, 2006
Page 3

threat of wildland conflagrations. In addition, they provide work crews for facility projects, which save the District additional costs.

This Agreement and applicable Exhibits have been approved as to form by County Counsel. The District is also requesting that your Honorable Board authorize the Fire Chief to sign any amendments to the Agreement as necessary for the administration of this Agreement, including any increase in annual reimbursement from the CDCR.

ENVIRONMENTAL DOCUMENTATION:

This Agreement is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b) (3) in that it is certain that the Agreement will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will expand the District's wildland firefighting capabilities by providing funding to continue to operate the existing five inmate fire suppression camps with the expansion of the fire suppression inmate crews from 22 to 24 crews for use on brush fires, emergency incidents, fire prevention, and other public work projects.

CONCLUSION:

Upon approval by your Honorable Board, please return two approved copies of this adopted action to the attention of Gilbert Garcia, Support Services Bureau, at Consolidated Fire Protection District, 1320 N. Eastern Avenue, Los Angeles, California 90063 -3294 for further processing.

Respectfully submitted,



P. MICHAEL FREZMAN

PMF:gg

Enclosures

c: Chief Administrative Officer
County Counsel
Auditor-Controller

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

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
 California Department of Corrections & Rehabilitation/Sierra Conservation Center and California Inst. for Women

CONTRACTOR'S NAME
 Consolidated Fire Protection District of Los Angeles County

2. The term of this Agreement is: July 1, 2006 through June 30, 2011

3. The maximum amount of this Agreement is: \$ 42,000,000
 Forty Two Million Dollars and No 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.

Exhibit A – Scope of Work	8 page(s)
Exhibit B – Budget Detail and Payment Provisions	4 page(s)
Exhibit C* – General Terms and Conditions	15 pages
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	page(s)

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

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Consolidated Fire Protection District of Los Angeles County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING P. Michael Freeman, Fire Chief		
ADDRESS 1320 North Eastern Avenue Los Angeles, Ca. 90063-3294 (323) 881-2401		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P. O. Box 94283-0001, 1515 S Street, Suite 410 S, Sacramento, Ca. 94283-0001		

AGREEMENT SUMMARY
STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Consolidated Fire Protection District of Los Angeles County		2. FEDERAL I.D. NUMBER 10748-00
3. AGENCY TRANSMITTING AGREEMENT California Department of Corrections & Rehabilitation	4. DIVISION, BUREAU, OR OTHER UNIT Institutions Division, Sierra Conservation Center And California Institution for Women	5. AGENCY BILLING CODE 17020
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT		
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If YES, enter prior contractor name and Agreement Number) County of Los Angeles Fire Department C03.051		

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Fire suppression services for five CDCR inmate camps.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 This is the renewal of the Agreement between the Consolidated Fire Protection District of Los Angeles County (LAC Fire Department) and the California Department of Corrections & Rehabilitation to fund personnel services and operating expenses for LAC personnel assigned to five (5) Los Angeles County conservation camps wherein 480 inmates are engaged in fire suppression, fire prevention, pre-suppression, reforestation, afforestation and emergency and general work projects as mutually agreed to by the California Department of Corrections & Rehabilitation and the LAC Fire Department. The Contractor provides work opportunities for inmates, reduces prison overcrowding, and helps to preserve and maintain natural resources at reasonable cost to taxpayers.

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT

ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED _____ %

REIMBURSEMENT/REVENUE \$ _____ or _____ %

OTHER (Explain) **Monthly Flat Rate Invoices and Reimbursement for meals; 12th payment will be withheld pending Actual Program Cost Documentation.**

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General		06/07			\$8,346,894
General		07/08			\$8,346,894
General		08/09			\$8,346,894
General		09/10			\$8,346,894
General		10/11			\$8,346,894

OBJECT CODE **418 C&P SVS-EXT: Other** **AGREEMENT TOTAL \$ \$41,734,470**

OPTIONAL USE **Index: 1690 PCA 25000**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE _____ DATE SIGNED _____

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ _____

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ _____

TOTAL AMOUNT ENCUMBERED TO DATE \$ _____

AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/06	06/30/11	\$ 41,734,470	
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	

	TOTAL	\$ 41,734,470	
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(Continue)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)* Exempt per MM 02-19,
(Attach STD. 821) *(Give authority for exempt status)* Revision 3, Attachment C, Item 2

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A Public Entity

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A Public Entity

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Rates are in accordance with SAM 8752 and 8752.1

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

19130(b): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system. Use of 22 CDCR inmate fire crews to fight fires on public land is an essential service to the preservation of federal and county lands in the Los Angeles county area.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
 B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Good faith effort documentation attached if 3% goal is not reached.

We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

Interagency Agreements/Public Entities are exempt from DVBE requirements.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO YES

This contract is awarded on a multi-year basis as a cost savings to the State by reducing the number of contracts processed annually, allowing for consistent rates throughout the contract term.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED



STATE OF CALIFORNIA
Department of Corrections & Rehabilitation

SCOPE OF WORK

FIRE SUPPRESSION SERVICES

Agreement No. C03.051

INTRODUCTION/SERVICES

The Contractor agrees to provide staffing services incidental to the operation of five (5) inmate camp facilities and inmate fire suppression crews for the purpose of fire suppression, fire prevention, pre-suppression, reforestation, afforestation, and emergency and general work projects, as mutually agreed to by the California Department of Corrections & Rehabilitation (CDCR) and the Consolidated Fire Protection District of Los Angeles County (LAC Fire Department). The LAC Fire Department and the CDCR reserve the right to make adjustments to the staffing commensurate with the State's funding for the program. If staffing adjustments and/or camp closures become a necessity, either party (LAC Fire Department or the CDCR) shall notify the other in writing 60 days prior to the effective date of the change and the CDCR shall reduce the camp inmate population accordingly, commensurate with the number of fire crews in each camp (i.e., four fire crews equals an 80-inmate camp, five fire crews equals a 100-inmate camp, etc.). Both parties agree that if fire crews are reduced, the minimum inmate population shall be no less than 80 inmates per camp. The reduced staffing, number of inmates and crews will be reflected on revised provisions of Exhibit A, Scope of Work, and Exhibit B-2, Projected Budget, where applicable.

The Contractor agrees to establish and maintain the following five fire suppression camps and crews, but could be subject to change as indicated above:

CAMPS	NUMBER OF INMATES	CONTRACTOR STAFFING	NUMBER OF FIRE CREWS	NUMBER OF CAMP/STANDBY CREWS
#11 Acton	80	Fire Captain Fire Fighter Specialists	4	1
#13 Malibu	100	Fire Captain Fire Fighter Specialists	5	1
#4 Francisquito	80	Fire Captain Fire Fighter Specialists	4	1
#16 Mt. Gleason	100	Fire Captain Fire Fighter Specialists	5	1
#19 Julius Klein	120	Fire Captain Fire Fighter Specialists	6	1
TOTALS			24	5

CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to:

1. Provide managerial personnel to direct and coordinate LAC Fire Department operations in the conservation/fire suppression camps housing CDCR inmates.
2. Provide personnel to train and direct inmates on all work projects, both within and beyond the limits of the facility.
3. Provide LAC Fire Fighter Specialists, trained by the CDCR as to the legal requirements such as set forth in the California Code of Regulations Title 15, the CDCR Camp Operational Procedures, and the general terms and conditions of this contract as applicable in the supervision of inmates on work projects, fires, or other emergencies prior to assigning them to supervise inmate crews.
4. Allow LAC Fire Fighter Specialists to accept from the CDCR the temporary custody of inmates while on emergency and work projects and to make frequent counts of the inmates as required by the CDCR.
5. Ensure that all fire crews and other inmate workers, normally supervised by the LAC Fire Department, are engaged in emergency work or work projects, either in or out of the camp, every workday, except as mutually agreed upon by the CDCR Camp Commander and the LAC Camp Superintendent. Inmates shall not work less than six hours per day, five days per week in a seven-day period.
6. Ensure that the utilization of inmates in positions that require the use of a personal computer is in compliance with Sierra Conservation Center's (SCC) Operational Procedure (OP) and California Institution for Women (CIW) OP regarding Information Systems Security and Guidelines.
7. Keep daily written records of the numbers of inmates assigned to the LAC Fire Department personnel to work on fires, projects, or other emergencies.
8. Grade the work performance of the inmates in conformance with standards prescribed by the CDCR.
9. Assist the CDCR personnel in the control of inmates pursuant to policies and procedures established by the CDCR and the LAC Fire Department.
10. Assist the CDCR in providing annual fire line safety training to custodial staff.
11. Provide to the CDCR staff and inmates assigned to work on fires, all safety equipment including but not limited to: safety helmets, safety goggles, fire protective clothing, and other safety devices required by the County Safety Standards and the California Occupational Safety and Health Act of 1973, as amended, and regulations thereunder. The individual issued safety equipment is responsible for its condition and security, and shall wear or have it readily available when responding to and while at fires.

12. Provide and maintain all tools and equipment used on work projects, fires, and other emergencies.
13. Provide transportation for inmates between the facilities and work projects and to and from fire or other emergencies. The CDCR and the LAC Fire Department shall, in accordance with applicable safety regulations and arrangements, mutually agree to transportation procedures.
14. Assume all material and labor costs for the maintenance and replacement of all buildings at the designated facilities that are normally classified as real property, or as part of the realty, and all fixed asset equipment that belongs to the LAC Fire Department, except those items as defined in paragraphs 5,6,7,8,9 and 10 of the CDCR Responsibilities.
15. Provide labor for the maintenance and repair of kitchen equipment owned by CDCR as defined in paragraph 5 of CDCR Responsibilities to the extent of the capabilities of the LAC Fire Department in-camp personnel.
16. Provide septic and/or sewage service/facilities for Acton, Malibu, Francisquito, Mt. Gleason, and Julius Klein.
17. Provide electricity for Acton, Malibu, Francisquito, and Mt. Gleason.
18. Provide water for Acton, Malibu, Francisquito, Mt. Gleason, and Julius Klein.
19. Provide telephone service for all LAC Fire Department staff.
20. Reimburse the CDCR for overtime salaries and employee benefits of the CDCR personnel and inmates assigned to the fire suppression crews accrued at the request of the LAC Fire Department or as agreed to by the LAC Fire Department and the CDCR.
21. Reimburse the CDCR for the indirect cost of salaries and employee benefits and for any other reasonable and necessary expenses in the performance of this Agreement that are mutually agreed to by the LAC Fire Department and the CDCR.
22. Provide meals to the CDCR personnel and inmates while on fire or other emergencies, including reimbursement to the CDCR for those meals served in camp that are caused by or related to emergency assignments. These meals shall be termed "Fire Meals" and all costs shall be borne by the LAC Fire Department. Replacement of said meals shall be either an item-for-item replacement or at LAC Fire Department's cost of the items.
23. Reimburse the CDCR for the meals provided to the LAC Fire Department personnel based upon the CDCR's Department Operations Manual, Section 54080.15.

CDCR'S RESPONSIBILITIES

The CDCR agrees to:

1. Staff inmate conservation/fire suppression crews in numbers sufficient to maintain reasonable stability in crew strength necessary for a reliable resource for fire control and prevention and work projects. In order to meet this goal, the inmate crew population of 85 percent fire-eligible (those inmates that are physically fit and have completed the fire fighting training) and 15 percent fire-ineligible (those inmates that are not eligible to fight fires but can perform camp duties and support services like kitchen work, grounds maintenance, etc.) inmates, except in the case of certain specified vocational or other work programs shall be maintained. In recognition of the fact that the camp population fluctuates due to paroling inmates, disciplinary removals, etc., the total inmate population in each camp may exceed the designed capacity by up to 10 percent in order to have a reserve of fire-eligible inmates available. This practice is intended to keep the average camp population at the same level as the budgeted camp population.
2. Provide the CDCR custodial personnel to properly supervise and control the inmates, as required by law, and to have primary responsibility at all times for the discipline, control, security, welfare, and safety of all inmates. The CDCR shall provide and assign custodial staff whenever inmates are on emergency work projects. The CDCR shall provide custodial staff coverage for work projects as needed. The CDCR Camp Commander will coordinate the assignment of custodial staff with the LAC Camp Superintendent; however, the final determination of custodial staffing is the responsibility of the CDCR Camp Commander.
3. Provide all necessary medical attention for inmates, except for the immediate first aid given to inmates assigned to work projects or emergency assignments.
4. Provide all inmate clothing, including boots, except safety clothing as defined in paragraph 11 of the Contractor's Responsibilities.
5. Supervise and manage the camp culinary operation and other camp services within the jurisdiction of the CDCR and provide all food, culinary personnel, and kitchen equipment necessary for the preparation of meals.
6. Provide housekeeping services such as cleaning, minor maintenance, laundry, etc.
7. Provide fuel for cooking and heating (propane) for Acton, Malibu, Francisquito, Julius Klein and Mt. Gleason.
8. Provide electricity at Julius Klein.
9. Provide CDCR telephone services.
10. Assume financial responsibility for the maintenance and/or replacement of all kitchen and laundry equipment, except for labor and maintenance as provided by the LAC Fire Department pursuant to

paragraphs 14 and 15 of the Contractor's Responsibilities. As communicated and agreed upon by the CDCR and LAC Fire Department, the facility must adhere to all laws and regulations and have the ability to accommodate all kitchen and laundry replacement equipment in regards to space and utilities.

11. The CDCR shall reimburse the LAC Fire Department for costs incurred for repairs when it has been determined that an inmate has willfully damaged buildings, appurtenances, or equipment.
12. Reimburse the LAC Fire Department for actual salary and employee benefits of the LAC Fire Department personnel assigned to the Fire Suppression Camps as agreed to in Fiscal Year 2006/07 and outlined in Exhibit B1-06 through Exhibit B1-10.
13. Provide training to the LAC Fire Department staff in the legal requirements such as the Director's rules, applicable penal code, etc., involved in supervising inmates on work projects, fires, and other emergencies.
14. Provide meals for the LAC Fire Department personnel assigned to the camps and other cooperating agency personnel.

CDCR AND LAC FIRE DEPARTMENT MUTUAL RESPONSIBILITIES

1. Employees of the LAC Fire Department and the CDCR, who are responsible for the personnel at their respective facilities, have a mutual responsibility other than as described in this Agreement, extending beyond the field of supervision, and the CDCR and LAC Fire Department responsibilities. They must respect and cooperate with each other to the end that the Fire Suppression Camp Program will continue to be a success.
2. The camp program of each department shall be familiar with and abide by the rules, regulations, and responsibilities of the other as set forth in the California Code of Regulations Title 15 and the Fire Department/CDCR Camp Operational Procedures.
3. It is mutually understood and agreed that State employees are not employees of the LAC Fire Department and LAC Fire Department employees are not employees of the State.
4. Inmates assigned to the LAC Fire Department fire crews shall be physically fit.
5. The discipline of inmates is the ultimate responsibility of the CDCR. The LAC Fire Department personnel shall report, through established channels with written documentation, all acts of inmates contrary to law, regulations, or camp rules and assist correctional employees in determining disciplinary action. Furthermore, LAC Fire Department personnel shall assist in the control of inmates in emergency situations. The CDCR Camp Commander shall receive assistance from the LAC Camp Superintendent or designated representative, in the hearing of all rules and violations.
6. In the event than an inmate does not display acceptable work habits or demonstrates other unacceptable conduct and continues to do so after a cooperative effort by both departments to correct

him/her through the progressive disciplinary process, the inmate may be removed from the camp program or transferred to another conservation camp. Proper documents containing the facts of the situation must be submitted by both agencies.

7. The CDCR shall assign and supervise the activities of inmates on the "CDCR In-Camp Crew" and the LAC Fire Department shall assign and supervise the activities on the "Fire Department In-Camp Crew".
8. For the purpose of this Agreement, inmates provided to the LAC Fire Department by the CDCR shall not be construed to be employees of the LAC Fire Department.
9. The CDCR shall maintain the primary responsibility for determining the custodial and safety requirements on all work projects and emergency assignments. The LAC Fire Department shall maintain primary responsibility for defining, monitoring, and supervising work projects and emergency assignments.
10. A standard workweek, as mutually agreed and stated as policy by the CDCR and the LAC Fire Department, shall be maintained.
11. The LAC Fire Department shall prescribe the method of dispatching inmates and the LAC Fire Department personnel to work projects, fires, or other emergencies. Written procedures outlining the method of dispatch shall be given to the CDCR Camp Commander. This shall occur annually or when necessary.
12. Inmates shall not operate any mobile equipment on any public road, motorway, access road, or thoroughfare, except in an extreme emergency. The operation of any equipment or vehicle by an inmate must be approved by the CDCR Camp Commander or LAC Camp Superintendent, depending on the ownership of the vehicle.
13. The CDCR Camp Commander and the LAC Camp Superintendent shall be responsible for jointly preparing a corrective action plan and correcting deficiencies identified by the California Department of Health Services (DHS) during the annual Environmental Health Survey. Within 60 days of receipt of the DHS report, a written corrective action plan, including a plan for correction of violations and implementation dates for the recommendations, shall be jointly prepared by the CDCR Camp Commander and the LAC Camp Superintendent and submitted through organizational channels to the Warden at Sierra Conservation Center (SCC), Warden at California Institution for Women (CIW) and to the Los Angeles County Assistant Fire Chief for Camp Management with informational copies to the CDCR Camp Operations office. All minor violations shall be corrected within 30 days after receipt of the DHS report.
14. The annual camp management audit will be conducted at a classification no less than that of a Facility/Correctional Captain (CDCR) and Battalion Chief (LACO). The annual camp management audit shall result in a written report with recommendations to correct policy and procedure violations and potential violations. This audit will be an evaluation of the day-to-day operations of the camps. A written report with implementation dates for the corrections and a plan of correction of violations shall be submitted through organizational channels to the Camp Operations offices of both the CDCR (SCC and CIW) and LAC Fire Department. The CDCR Camp Commander and the LAC Camp Superintendent shall implement these recommendations within 60 days of the receipt of the

audit report. Those recommendations that cannot be implemented because of funding or other problems shall require the preparation of a plan of correction with time frames for compliance.

15. The CDCR Camp Commander and the LAC Camp Superintendent shall conduct a joint monthly facilities maintenance inspection of each camp. This inspection shall be documented and, if necessary, a corrective action plan will be prepared.
16. The Facility/Correctional Captain and the LAC Fire Department Battalion Chief, Camp Operation, shall make an annual joint inspection of the camps and shall prepare or update a plan for correcting the camps' building and infrastructure deficiencies. The inspections will be conducted during the months of October, November, and December of each year. Actual dates will be mutually agreed upon.
17. The CDCR Camp Commander and the LAC Camp Superintendent at each LAC Fire Department/camp shall jointly update and maintain an energy and water conservation plan. This is accomplished on an annual basis.
18. Camp operations will be conducted in accordance with applicable State and Federal laws, State regulations, and the CDCR and LAC Fire Department policies. When the CDCR alleges that an employee of the LAC Fire Department has acted in a manner that is contrary to the laws, regulations, and policies enforced by the CDCR, the LAC Fire Department will conduct an investigation of the allegations. The CDCR, with the approval of LAC Fire Department, may participate in the investigation by having one investigator present during interviews of any LAC Fire Department employee, including asking questions and taking notes; reviewing documents and other materials related to the investigation; and assisting in the formulation of findings and recommendations. The authority to impose disciplinary action against an employee of the LAC Fire Department shall remain the exclusive responsibility of the LAC Fire Department.

RADIO SERVICE

The LAC Fire Department shall ensure that handheld radios are available for CDCR emergency use and maintained at the expense of the LAC Fire Department.

CONTACT INFORMATION

Should questions or problems arise during the term of this contract, the Contractor or the CDCR should contact the following offices:

CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION

Billing/Payment Issues:

Central Valley Regional Accounting Office- SCC

Telephone Number: (209) 948-7100

FAX Number: (209) 948-7160

Southern California Regional Accounting Office-CIW
Telephone Number: (909) 483-1554
FAX Number: (909) 483-1547

Scope of Work/Performance Issues:

John W. Martin, Associate Warden, Camp Operations (SCC)
Telephone Number: (209) 984-5291, ext. 5458
FAX Number: (209) 984-3607

Amy Miller, Correctional Captain, Camp Operations (CIW)
Telephone Number: (909) 597-1771 ext. 5925
FAX Number: (909) 393-8061

General Contract Issues:

Office of Contract Services
Telephone Number: (916) 323-8718
FAX Number: (916) 322-1098

LOS ANGELES COUNT FIRE DEPARTMENT

Billing/Payment and General Contract Issues:

Helen E. Jo, Chief, Financial Management Division
Telephone Number: (323) 838-2301
FAX Number: (323) 869-0731

Scope of Work/Performance Issues:

Ernie Golphene, Assistant Fire Chief, Air & Wildland Division
Telephone Number: (818) 890-5780
FAX Number: (818) 890-5740

California Department of Corrections & Rehabilitation

BUDGET DETAIL AND PAYMENT PROVISIONS

Governing payments made to the LAC Fire Department:

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred to a maximum of budgeted authority.

For each of the first eleven (11) months of the Agreement, the Contractor shall submit an invoice equivalent to one-twelfth (1/12) of the annual Agreement award. (If the Agreement period is for less than a full fiscal year, the payments shall be adjusted accordingly.) The last invoice for the year shall include a reconciliation of payments made by the CDCR to actual expenditures incurred by the Contractor. Actual expenditures include, but are not limited to: employee salaries and benefits, and administrative overhead. The total amount invoiced by the Contractor cannot exceed (1) the actual program costs incurred, and (2) the amount encumbered for the Agreement per Exhibit B-2. The CDCR will withhold payment of the last invoice until the Contractor provides the required reconciliation. Source documents supporting the actual costs incurred for each CDCR camp shall be made available to the CDCR upon request.

If the reconciliation determines that LAC Fire Department's actual costs are less than the amounts paid by CDCR, the LAC Fire Department will refund the excess payments.

- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

**California Department of Corrections & Rehabilitation
Central Valley Regional Accounting Office
Sierra Conservation Center
P. O. Box 4147
Stockton, CA 95204-0147**

- C. Payment to the LAC Fire Department shall be made payable and sent to:

**Los Angeles County Fire Department
P. O. Box 1859
Sacramento, CA 95812-0110**

2. Budget Contingency Clause

- A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, at least at the current budgeted authority level in Exhibit B-2, 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 remove all inmates from the five camp facilities, and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State or the Contractor shall have the option to either renegotiate or cancel this Agreement with no liability occurring to the State or to the Contractor.
- C. It is mutually agreed upon that an annual Cost of Living Adjustment may be negotiated no later than February 1 of the previous contract year.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 926.10. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Administrative Overhead

For the purposes of this Agreement, the administrative overhead shall be charged at the rate established and agreed to by the LAC Fire Department and the CDCR. The approved rate for fiscal year 2006/07 is 33.05 percent and is subject to change each fiscal year.

5. Actual Program Costs

The LAC Fire Department will have the right to make changes to the staffing levels specified in this Agreement. Overtime costs to maintain the staffing levels will be reimbursed at the straight time rate as specified in the annual Program Costs (see Exhibit B-2, Projected Budgets).

Actual program costs (i.e., salary, employee benefits) incurred by the LAC Fire Department shall be substantiated with appropriate accounting records (general ledgers, subsidiary ledgers, etc.) that are able to identify costs specific to the CDCR camp program.

6. Allowable Costs

Allowable costs for the Agreement shall be limited to those expenditures, which are actual costs, incurred for goods and services necessary for the operation of the CDCR camps at the time the costs are incurred. The maximum reimbursable amount per fiscal year to the LAC Fire Department is limited to the budgeted amount specified in the Agreement.

Governing payments to the CDCR:

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of CDCR's invoices, the Contractor agrees to compensate the CDCR for actual expenditures, and the associated administrative overhead, incurred at the request of the Contractor or as deemed necessary by CDCR.
- B. Invoices shall include the Agreement number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Los Angeles County Fire Department
Financial Management Division
P. O. Box 910901
Commerce, CA 90091-0901

- C. Payment to the CDCR shall be made payable and sent to the appropriate institution:

Central Valley Regional Accounting Office
Sierra Conservation Center
P. O. Box 4147
Stockton, CA 95204-0147

Southern California Regional
Accounting Office
California Institution for Women
P.O. Box 6000
Rancho Cucamonga, CA 91729-6000

2. Budget Contingency Clause

It is mutually agreed that if funding for the purposes of this program is reduced or deleted for any fiscal year in the County of Los Angeles budget, the State or the Contractor shall have the option to either renegotiate or cancel this Agreement with no liability occurring to the State or to the Contractor.

3. Prompt Payment Clause

Payment shall be made on properly submitted, undisputed invoices within 45 days of receipt.

4. Administrative Overhead

Pursuant to the State Administrative Manual, Section 8752, the CDCR shall recover the full cost of services provided including indirect or overhead costs when providing goods or services. For the purposes of this Agreement, the Administrative Overhead shall be charged at the rate established and agreed to by the CDCR and the LAC Fire Department. The approved rate for Fiscal Year 2006/07 is 30.05 percent and is subject to change each fiscal year.

5. Actual Expenditures

Actual expenditures are incurred for both staff and inmates and will be substantiated with appropriate accounting records that are able to identify costs specific to each camp. Staff expenditures include but are not limited to overtime, staff benefits, and travel; and which inmate expenditures include inmate pay and meals.

6. Allowable Costs

Allowable costs for this Agreement shall be limited to those expenditures incurred for goods and services necessary for the incident being responded to by the LAC Fire Department, CDCR staff, and inmates.

STATE OF CALIFORNIA
Department of Corrections & Rehabilitation

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

Fiscal Year 06/07
(July 1, 2006 through June 30, 2007)

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits Per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	\$8,359.75	\$4,727.42	100%	12	\$785,230
Fire Fighter Specialist	51	\$7,069.50	\$3,997.83	100%	12	\$6,773,206
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						\$7,558,436
B. ADMINISTRATIVE OVERHEAD (33.05%)						\$2,498,063
TOTAL PROGRAM COSTS						\$10,056,499
C. REDUCTION TO ALIGN CONTRACT WITH CDCR BUDGET AUTHORITY						\$1,709,605
TOTAL CDCR BUDGET FOR FISCAL YEAR 06/07						\$8,346,894

**STATE OF CALIFORNIA
Department of Corrections & Rehabilitation**

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

**Fiscal Year 07/08
(July 1, 2007 through June 30, 2008)**

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits Per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	\$8,359.75	\$4,727.42	100%	12	\$785,230
Fire Fighter Specialist	51	\$7,069.50	\$3,997.83	100%	12	\$6,773,206
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						\$7,558,436
B. ADMINISTRATIVE OVERHEAD (33.05%)						\$2,498,063
TOTAL PROGRAM COSTS						\$10,056,499
C. REDUCTION TO ALIGN CONTRACT WITH CDCR BUDGET AUTHORITY						\$1,709,605
TOTAL CDCR BUDGET FOR FISCAL YEAR 07/08						\$8,346,894

**STATE OF CALIFORNIA
Department of Corrections & Rehabilitation**

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

**Fiscal Year 08/09
(July 1, 2008 through June 30, 2009)**

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits Per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	\$8,359.75	\$4,727.42	100%	12	\$785,230
Fire Fighter Specialist	51	\$7,069.50	\$3,997.83	100%	12	\$6,773,206
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						\$7,558,436
B. ADMINISTRATIVE OVERHEAD (33.05%)						\$2,498,063
TOTAL PROGRAM COSTS						\$10,056,499
C. REDUCTION TO ALIGN CONTRACT WITH CDCR BUDGET AUTHORITY						\$1,709,605
TOTAL CDCR BUDGET FOR FISCAL YEAR 08/09						\$8,346,894

**STATE OF CALIFORNIA
Department of Corrections & Rehabilitation**

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

**Fiscal Year 09/010
(July 1, 2009 through June 30, 2010)**

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits Per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	\$8,359.75	\$4,727.42	100%	12	\$785,230
Fire Fighter Specialist	51	\$7,069.50	\$3,997.83	100%	12	\$6,773,206
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						\$7,558,436
B. ADMINISTRATIVE OVERHEAD (33.05%)						\$2,498,063
TOTAL PROGRAM COSTS						\$10,056,499
C. REDUCTION TO ALIGN CONTRACT WITH CDCR BUDGET AUTHORITY						\$1,709,605
TOTAL CDCR BUDGET FOR FISCAL YEAR 09/10						\$8,346,894

**STATE OF CALIFORNIA
Department of Corrections & Rehabilitation**

FIRE SUPPRESSION SERVICES

PROJECTED BUDGET

**Fiscal Year 10/11
(July 1, 2010 through June 30, 2011)**

A. PERSONNEL	No. of FTE	Maximum Monthly Salary	Maximum Employee Benefits Per Month	% of Project Time	No. of Months	TOTAL
Fire Captain	5	\$8,359.75	\$4,727.42	100%	12	\$785,230
Fire Fighter Specialist	51	\$7,069.50	\$3,997.83	100%	12	\$6,773,206
TOTAL COST OF SALARY AND EMPLOYEE BENEFITS						\$7,558,436
B. ADMINISTRATIVE OVERHEAD (33.05%)						\$2,498,063
TOTAL PROGRAM COSTS						\$10,056,499
C. REDUCTION TO ALIGN CONTRACT WITH CDCR BUDGET AUTHORITY						\$1,709,605
TOTAL CDCR BUDGET FOR FISCAL YEAR 10/11						\$8,346,894

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (GC), Section 8546.7; Public Contract Code, Section 10115 et seq.; and California Code of Regulations, Title 2, Section 1896)

5. INDEMNIFICATION

- a. The California Department of Corrections and Rehabilitation (CDCR) shall defend, indemnify, and hold harmless the County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County and their officers, officials, and employees from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) arising from the negligent or reckless acts or willful misconduct of the CDCR's officers, officials, and employees in the course of carrying out their responsibilities connected with the Fire Suppression Camp Program under this Agreement.
- b. The County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County shall defend, indemnify, and hold harmless the CDCR and its officers, officials, and employees from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) arising

out of the County of Los Angeles and/or the Consolidated Fire Protection District of Los Angeles County's negligent, or reckless acts or willful misconduct of their officers, officials, and employees in the course of carrying out their responsibilities connected with the Fire Suppression Camp Program under this Agreement.

6. CONTRACT DISPUTES

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

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

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

a. Final Payment

The acceptance by Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands, and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussions(s) between Contractor and institution contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and

the discussion(s) on which it is based shall be forwarded immediately to the Office of Contract Services (OCS), for inclusion in the Agreement file.

c. **Formal Appeal**

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Assistant Deputy Director, OCS, a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Assistant Deputy Director
Office of Contract Services
California Department of Corrections and Rehabilitation
PO Box 942883
Sacramento CA 94283-0001

Contractor shall specify in the formal written appeal the issues(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical, and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure, Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Assistant Deputy Director, OCS, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. **Further Resolution**

If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Assistant Deputy Director, OCS, after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.

e. **Contract Disputes with Public Entities**

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

7. **RIGHT TO TERMINATE**

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice sixty (60) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to, and including, the date of termination.

However, the State may terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. The State will be relieved of any prospective payments for future services not yet rendered, should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

8. **INDEPENDENT CONTRACTOR**

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

9. **RECYCLING CERTIFICATION**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product

contains zero-recycled content. (Public Contract Code, Sections 10233, 10308.5, and 10354)

10. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (GC, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS

Time is of the essence in this Agreement.

13. COMPENSATION

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

14. GOVERNING LAW

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

15. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. UNENFORCEABLE PROVISION

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

17. UNION ACTIVITIES

For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this Agreement Contractor, hereby acknowledges the applicability of GC, Section 16645 through Section 16649 to this Agreement and agrees to the following:

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on a state-service contract, including a public work contract.
- b. No State funds received under this Agreement will be used to assist, promote, or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- d. If the Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

18. MINIMUM WAGE

In accordance with Section 1182.11 of the California Labor Code, Contractor agrees to pay its employees' wages not less than current California minimum wage.

19. CONFIDENTIALITY OF DATA

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

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

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

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

20. LIABILITY FOR LOSS AND DAMAGES

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

21. COMPUTER SOFTWARE

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

22. ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants.

23. LIABILITY FOR NONCONFORMING WORK

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

24. SUBCONTRACTOR/CONSULTANT INFORMATION

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

25. CONTRACT VIOLATIONS

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

26. TEMPORARY NONPERFORMANCE

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

27. EXTENSION OF TERM

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

28. EMPLOYMENT OF EX-OFFENDERS

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

- a. Ex-Offenders on active parole or probation;
- b. Ex-Offenders, at any time, if they are required to register as a sex offender pursuant to Penal Code, Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code, Section 667.5; or
- c. Any ex-felon in a position, which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:

- a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

29. FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement.

30. EXCISE TAX

The State of California is exempt from federal excise taxes; no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

31. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at Contractor's expense, all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

32. CONFLICT OF INTEREST

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

a. Contractors and Their Employees

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

- 1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- 2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- 3) The contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- 1) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- 3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in a or creating an appearance of:
 - a. Using an official position for private gain;
 - b. Giving preferential treatment to any particular person;

- c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- 4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

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

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly, or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5 percent ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officer, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity or any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or share holders.

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

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

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

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

33. DISCLOSURE

Neither the State nor any State employee, or county nor any county employee, will be liable to the Contractor and Contractor employees, the State, or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee who indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

34. SECURITY CLEARANCE/FINGERPRINTING

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

35. NOTIFICATION OF PERSONNEL CHANGES

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

36. BLOODBORNE PATHOGENS

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

37. TUBERCULOSIS (TB) TESTING

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

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a Form CDC 7336, "Employee Initial/Annual Tuberculosis (TB) Skin Test," and Form CDC 7354, "Infectious Free Staff Certification," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The CDCR will provide Forms CDC 7336 and CDC 7354 upon Contractor's request.

38. PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

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

By Signing this Agreement, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be aware of and shall abide by the following laws, rules, and regulations governing conduct in associating with prison inmates:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- h. In an emergency situation, the Visiting Program and other program activities may be suspended.

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

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

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

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

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

39. CLOTHING RESTRICTIONS

While on camp grounds, the Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the camps. Specifically, orange cotton pants and/or shirts shall not be worn onto camp grounds, as this is inmate attire.

40. SECURITY REGULATIONS

- a. All visitors entering or exiting the conservation camp are to sign in and out in the Visitors Log located at the main desk of the camp.
- b. All persons are required to possess and display upon request from the CDCR staff, a pictured state or county identification card, valid driver license, or pictured military identification card.
- c. All persons coming onto the grounds of a conservation camp are subject to search. This includes, but is not limited to, staff, contractors, subcontractors, and visitors per Department Operations Manual (DOM), Section 52050.16). There will be no unclothed body searches at any camp by the CDCR staff. If reasonable cause justifies this type of search, the local county Sheriff's office will be contacted to conduct the search. Detaining individuals will be authorized by the camp commander based on the seriousness of the offense.
- d. All visitors with vehicles entering camps are required to stop at the CDCR office for vehicle inspection. All vehicles left overnight will be searched by CDCR staff. The license, color, make, and model of the vehicle will be logged in the camp vehicle log and an overnight vehicle checklist will be completed.
- e. All electronic devices such as pagers, cell phones, and cameras/recording devices must be identified to the CDCR duty officer upon arrival at the camp. Unless these items are state or county issued, or approved by the camp commander, they are not allowed on camp property.
- f. No weaponry of any kind is allowed into the conservation camp where inmates are located, except for emergency use as authorized by the camp commander.

- g. No alcoholic beverages or drugs are allowed on camp property. Persons requiring prescription medication must identify the type and amount of medication to the on-duty CDCR officer. Visitors may be required to leave prescription medication with the CDCR duty officer while on camp property.
- h. Any state- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means, unless specified otherwise.
- i. All other CDCR security regulations as identified in the DOM, the California Code of Regulations, Title 15, Crime Prevention and Corrections, the California Penal Code, and all other laws and regulation that apply to the CDCR, are applicable to the camps.

41. CONTRACTOR EMPLOYEE MISCONDUCT

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

42. HIRING CONSIDERATIONS

If this Agreement is in excess of \$200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code, Section 11200 et seq.

Public Contract Code 10353 A contract in an amount in excess of two hundred thousand dollars (\$200,000) that is governed by the provisions of this part shall contain a provision requiring the contractor to give priority consideration in filling vacancies in

positions funded by the contract to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

- a. Interfere with or create a violation of the terms of valid collective bargaining agreements.
- b. Require the contractor to hire an unqualified recipient of aid.
- c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
- d. Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code.

If waivers are deemed necessary to implement this section and Article 3.9 (commencing with Section 11349) of Chapter 2 of part 3 of Division 9 of the Welfare and Institutions Code, and if the State Department of Social Service has not obtained these waivers from the federal government by March 1, 1985, the department shall report on the barriers to the waivers and expected date of waiver approval.

This section is not applicable to consulting services contracts.

43. INSURANCE REQUIREMENTS

Self-insured public entities **MUST** provide proof of self-insurance.