



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: March 12, 2025

REVISED

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment. The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

- 2. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. BOARD LETTER:

Authorize the Department of Medical Examiner to Accept Funds from the California Emergency Management Agency, Paul Coverdell Grant
Speaker(s): Dr. Nichelle H. Shaw (MEDICAL EXAMINER)

3. BOARD MOTION ITEM(S):

- SD-4** • Providing Court Reminders and Transportation Services for Justice-Impacted Youth through JCOD’s Justice Connect Support Center

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Authorization for the Acquisition of Seventeen Pierce Enforcer Triple Combination Engines
Speaker(s): Mike Inman (FIRE)

B. BOARD LETTER:

Approval of a Sole Source Contract with Affirmative Athletics to Provide a Sports League Program at East Camps
Speaker(s): Robert Smythe and Tracy Novak (PROBATION)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S) FOR MARCH 19, 2025:

A. BOARD LETTER:

Approve Sole Source Amendment to Contract with MLQ and LO Consulting, LLC for Continued as Needed Maintenance and Support Services
Speaker(s): Alex Madera (SHERIFF'S)

B. BOARD LETTER:

Seven-Year Lease - Fire Department
5801 South Eastern Avenue, Commerce
Speaker(s): Alexandra Nguyen-Rivera (CEO)

C. BOARD LETTER:

Recommendation to Accept Awards Associated with the State of California's Mandated Medi-Cal Reentry Demonstration Project
Speaker(s): Robert Smythe (PROBATION) and Geradette E. Montoya (SHERIFF'S)

D. BOARD BRIEFING:

Civilian Oversight Commission (COC) Monthly Briefing
Speaker(s): Sharmaine Moseley (COC)

E. BOARD BRIEFING:

Office of Inspector General (OIG) Monthly Status and Custody Briefing
Speaker(s): Max Huntsman (OIG)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	3/12/2025	
BOARD MEETING DATE	4/29/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	DEPARTMENT OF MEDICAL EXAMINER	
SUBJECT	AUTHORIZE THE DEPARTMENT OF MEDICAL EXAMINER TO ACCEPT FUNDS FROM THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY, PAUL COVERDELL GRANT	
PROGRAM	FORENSIC SCIENCE IMPROVEMENT PROGRAM	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	NONE	
COST & FUNDING	Total cost: \$93,548	Funding source: CALIFORNIA EMERGENCY MANAGEMENT AGENCY
	TERMS (if applicable): APRIL 1, 2025, TO MARCH 31, 2026	
	Explanation:	
PURPOSE OF REQUEST	<p>This Board letter requests authority for the County of Los Angeles Department of Medical Examiner (DME) to enter into an Agreement with the California Emergency Management Paul Coverdell Forensic Science Improvement Program and accept grant funds in the award amount of \$93,548 for the period of April 1, 2025, through March 31, 2026, to improve the quality and credibility of Forensic Medicine and Forensic Laboratories Bureaus. In addition, the funding will provide financial means to staff, including Deputy Medical Examiners, Investigators, and Criminalists, to attend classes, conferences, and seminars to obtain continuous education.</p> <p>This includes granting delegated authority to the Chief Medical Examiner or designee to execute and submit all required Coverdell Grant Program documents to Cal OES, including but not limited to agreements, amendments, extensions, modifications, and payment requests that may be necessary for completion of this program that do not increase Net County Cost. The Chief Medical Examiner or designee would also like to request delegated authority to apply for, accept, and implement all grant awards from the Cal OES Coverdell Grant Program in future fiscal years (FYs) and to execute all required grant award documents, including but not limited to, applications, agreements, amendments, extensions, and payment requests, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).</p>	

	<p>The acceptance of the award will improve the quality and credibility of Forensic Medicine and Forensic Laboratories Bureaus. In addition, the award will provide financial means to staff, including Deputy Medical Examiners, Investigators, and Criminalists to attend classes, conferences, and seminars to obtain continuous education. The approval of the appropriation adjustment for Fiscal Years 2024-25 and 2025-26 is requested to align the DMEs budget with the grant award of \$93,548.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Each year Cal OES allocates funds under the Paul Coverdell Forensic Science Improvement Program. These funds are allocated to state and local governments for one or more of three purposes:</p> <ol style="list-style-type: none"> 1. To carry out all or a substantial part of a program intended to improve the quality and timeliness of forensic science or medical examiner services in the state, including those services provided by laboratories operated by the state and those operated by units of local government within the state. 2. To eliminate a backlog in the analysis of forensic science evidence, including the examination of controlled substances, toxicology, trace evidence, firearms, biology/DNA, crime scene evidence, and pathology. 3. To train forensic laboratory personnel as needed to eliminate such a backlog. <p>Approximately 25% of the funds are allocated to state and local governments through a competitive process.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:</p> <p>The recommended actions support Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by ensuring that resources are available to assist the DME in carrying out its mission, and providing essential services to the public in a responsible, efficient, and strategic manner.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Dr. Nichelle H. Shaw, Administrative Deputy Director, (323) 343-0784, nshaw@me.lacounty.gov</p>



COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner

April 29, 2025

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

Dear Supervisors:

**AUTHORIZE THE DEPARTMENT OF MEDICAL EXAMINER TO
ACCEPT GRANT FUNDS FROM
CALIFORNIA EMERGENCY MANAGEMENT AGENCY
PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT
PROGRAM
FOR THE FISCAL YEARS 2024-25 AND 2025-26
AND APPROVE AN APPROPRIATION ADJUSTMENT
(ALL DISTRICTS)(4-VOTES)**

SUBJECT:

This Board letter requests authority for the County of Los Angeles Department of Medical Examiner (DME) to accept and execute a grant award from the California Emergency Management Paul Coverdell Forensic Science Improvement Program in the award amount of \$93,548 for the period of April 1, 2025, through March 31, 2026, to improve the quality of Forensic Medicine and Forensic Laboratories Bureaus. In addition, the funding will provide financial means to staff, including Deputy Medical Examiners, Investigators, and Criminalists, to attend classes, conferences, and seminars for continuing education.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Medical Examiner to accept the 2025 California Paul Coverdell Grant award of \$93,548, respectively, encompassing the performance period of April 1, 2025, through March 31, 2026. (Attachment A)
2. Delegate authority to the Chief Medical Examiner, or designee, to execute and submit all required Coverdell Grant Program documents to Cal OES, including but not limited to, agreements, amendments, extensions, modifications, and payment requests that may be necessary for completion of this program that do not increase Net County Cost.

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education

Accreditation Council for Graduate Medical Education
Peace Officer Standards and Training Certified

3. Delegate authority to the Chief Medical Examiner or designee to apply for, accept, and implement all grant awards from Cal OES Coverdell Grant Program in future fiscal years (FYs), and to execute all required grant award documents, including but not limited to, applications, agreements, amendments, extensions, and payment requests, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
4. Approve the attached Appropriation Adjustment (Attachment B) recognizing the \$93,548 adjustment to enhance the quality and timeliness of Forensic Medicine and Forensic Laboratories services provided by the DME, and to provide the financial means for staff, including Deputy Medical Examiners, Investigators, and Criminalists, to attend classes, conferences, and seminars for continuous education.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the recommendations will allow the DME to accept the 2025-2026, California Coverdell Grant award in the amount of \$93,548, respectively from the Cal OES California Coverdell Grant Program, which will be used to improve the quality and timeliness of Forensic Medicine and Forensic Laboratories services provided by the DME. Funding will provide a financial means to staff, including Deputy Medical Examiners, Investigators, and Criminalists, to attend classes, conferences, and seminars for continuous education, in addition to providing funds for overtime of laboratory staff to facilitate timely analyses of forensic evidence.

Each year Cal OES allocates funds under the Paul Coverdell Forensic Science Improvement Program. These funds are allocated to state and local governments for one or more of the following three purposes:

1. To carry out all or a substantial part of a program intended to improve the quality and timeliness of forensic science or medical examiner services in the state, including those services provided by laboratories operated by the state and those operated by units of local government within the state.
2. To eliminate a backlog in the analysis of forensic science evidence, including the examination of controlled substances, toxicology, trace evidence, firearms, biology/DNA, crime scene evidence, and pathology.
3. To train forensic laboratory personnel as needed to eliminate such backlogs.

Approximately 25% of the funds are allocated to state and local governments through a competitive process.

The DME plans to enhance the quality and timeliness of Forensic Medicine and Forensic Laboratories services by the DME by providing the financial support needed for staff, including Deputy Medical

Examiners, Investigators, and Criminalists, to attend classes, conferences, and seminars for continuing education. Attending nationally recognized conferences, workshops and courses enables practitioners to remain current and receive relevant information in the constantly evolving field of medicolegal death investigation.

The approval of Recommendation 3 will allow DME to apply for, accept, and implement future awards and/or amendments that are consistent with the requirements of the forthcoming Coverdell Grant Program awards. (Attachment C) This authority is being requested to enhance DME's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

The recommended actions support Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by ensuring that resources are available to assist the DME in carrying out its mission, and providing essential services to the public in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING:

The California Emergency Management Paul Coverdell funding of \$93,548 will be provided to the County to offset the cost of the functions outlined under the Purpose/Justification of Recommended Actions. The grant period will be from April 1, 2025, to March 31, 2026.

Approval of the attached Appropriation Adjustment will allow sufficient funding in the DMEs appropriation for \$93,548 for various trainings/conferences and overtime of laboratory staff, which will assist the department with the timeliness of services to prevent backlog of cases while continuously educating its staff. No impact on Net County Cost is anticipated.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The California Coverdell Grant Program is authorized by the Paul Coverdell Forensic Sciences Improvement Act of 2000, as amended. Cal OES, OJP, and NIJ have provided the DMEC with specific guidelines for the management and administration of this grant. These guidelines detail the activities and expenditures that are allowable under the grant. The 2025 Coverdell Grant Program sub-award number is #CQ24 03 0101.

County Counsel has reviewed and approved the grant sub-award documents as to form.

IMPACT ON CURRENT SERVICES OR PROJECTS:

This Program will have a positive impact on the services currently provided by the DME. The grant funds will be utilized to enhance the quality of forensic science; improve the timing of medicolegal death investigations throughout the County of Los Angeles, including the timeliness of analysis of forensic

evidence; advance training; and fund the professional development of Medical Examiners, Criminalists, and Investigators.

CONCLUSION:

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter to: the Department of Medical Examiner, Dr. Nichelle H. Shaw, Administrative Deputy Director.

Respectfully submitted,

Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner

Attachment

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



February 10, 2025

Dr. Odey Ukpo
Chief Medical Examiner
Los Angeles County
1104 N Mission Rd
Los Angeles , CA 90033-1017

DELIVERED VIA E-MAIL: «Email_Address»

Dear Dr. Ukpo:

This letter is to confirm that the California Governor's Office of Emergency Services (Cal OES) intends to fund the County of County of Los Angeles, Medical Examiner's Office for the Paul Coverdell Forensic Science Improvement (CQ) Program for subaward number CQ24030101 for the performance period of April 1, 2025 to March 31, 2026 for a total project cost of \$93,548.

We look forward to the successful implementation of this project. If you have any questions concerning this process, please contact program specialist Anna Gastelum at Anna.Gastelum@caloes.ca.gov.

Sincerely,

Cindy Berta

CINDY BERTA
Chief, Law Enforcement Unit



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov



FISCAL YEAR 2024-25
PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT (CQ) PROGRAM
SUPPLEMENTAL

The Provisions of this Program Supplemental provide the programmatic requirements and supersede previous Request for Applications and conflicting administrative and fiscal requirements in the [Subrecipient Handbook \(SRH\)](#). Applicants are strongly encouraged to review the SRH, which outlines the requirements that apply to Cal OES Victim Services Branch Grant Subawards.

A. PREREQUISITES

Before the Grant Subaward performance period begins, Applicants must:

- **Not** have an exclusion record in SAM. An exclusion record in SAM indicates that a contractor (agency) is listed in the federal government-wide system for debarment and suspension. An agency that is debarred or suspended is excluded from activities involving federal financial and nonfinancial assistance and benefits. [Check SAM status](#).
- Have written Proof of Authority that certifies the Authorized Agent is authorized by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) to enter into Grant Subaward with Cal OES.
The written authorization must include the following: the individual or individuals (by title) who are authorized to act as the Authorized Agent(s) on behalf of the Subrecipient, the signature of the governing body representative, the date signed, and a statement that the Authorized Agent has authority to enter into a Grant Subaward and (if applicable) enter into a Grant Subaward Amendment with Cal OES. (SRH 1.055) The Proof of Authority must be uploaded in GCS with the submission of the Grant Subaward Application.
- Must be identified on the table in Part F., Subpart 1. and be defined as one of the following types of agencies:

- state/local government entity performing forensic science that employs one or more full-time scientists, that meet the following criteria:
 - A minimum of a bachelor's degree in a natural or formal science (e.g., chemistry, physics, biology, computer science, or a closely related field), and
 - Whose principal function is to examine, analyze, and interpret physical and/or digital evidence in criminal matters and provide reports and testimony to courts of law regarding such evidence.
- A law enforcement unit operating outside of the crime laboratory function, such as crime scene units and other entities that engage exclusively in evidence collection and documentation, are not forensic science laboratories for these purposes.
- A medical examiner and coroner office.

B. FUNDING INFORMATION

There is \$2,124,825.00 available for the Program for the Grant Subaward performance period.

Subrecipients **MUST** indicate opioid or non-opioid related for each budget line item entry.

Detailed information on all VS Branch federal fund sources can be found in the [VS Branch Federal Fund Information Guide](#). Applicants are **strongly encouraged** to review this document to familiarize themselves with the requirements for all fund sources that support this Program.

Applicable federal grant award numbers can be found on the Grant Subaward Face Sheet.

The Program is supported through the following fund(s):

1. Paul Coverdell National Forensic Science Improvement Act (FSIA)

The 2024 Paul Coverdell Forensic Sciences Improvement Grant affords qualifying forensic laboratories in California an opportunity to improve their efficiency and effectiveness to provide forensic science services through the improvement of the quality and timeliness of forensic services, the reduction of the number of backlogged cases, facilitation of accreditation of forensic laboratories, and address emerging forensic science issues. Funds awarded through this grant will allow California's local forensic science laboratories, medical examiners' offices, and coroners' offices to continue to provide support to law enforcement and prosecutorial agencies throughout the state.

CRIME LABORATORY	2024 FSIA FUNDS
Alameda County Sheriff's Department	\$55,302
California Department of Justice	\$143,156
Chula Vista City Police Department	\$53,787
Contra Costa County Sheriff's Department	\$66,283
Culver City Police Department	\$51,136
El Cajon City Police Department	\$51,136
Escondido City Police Department	\$51,515
Fresno County Sheriff's Department	\$51,136
Glendale City Police Department	\$55,680
Kern County District Attorney's Office	\$57,952
Long Beach City Police Department	\$55,680
Los Angeles County Medical Examiner	\$93,548
Los Angeles County Sheriff's Department	\$120,813
Los Angeles City Police Department	\$148,457
Oakland City Police Department	\$60,603
Orange County Sheriff's Department	\$96,956
Regents of the University of CA, Davis	\$51,515
Sacramento County District Attorney's Office	\$62,497
San Bernardino County Sheriff's Department	\$79,159
San Diego County Sheriff's Department	\$75,750
San Diego City Police Department	\$75,372
San Diego County Medical Examiner	\$67,798
San Francisco City and County Medical Examiner	\$68,177
San Francisco City and County Police Department	\$63,254
San Mateo County Sheriff's Department	\$62,118
Santa Clara County District Attorney 's Crime Laboratory	\$74,993
Solano County District Attorney's Office	\$51,893
Ventura County Medical Examiner's Office	\$53,787
Ventura County Sheriff's Department	\$74,236
Yolo County District Attorney's Office	\$51,136
TOTAL	\$2,124,825

C. PROGRAMMATIC INFORMATION

1. Background Information/Program Description

The Program provides funding to acquire and maintain accreditation for crime labs, reduce backlogs, and improve the quality and timeliness of forensic science services.

2. Programmatic Components

Subrecipients must use the funds for at least one of the following six Program objectives:

- a. Implement a program intended to improve the quality and timeliness of forensic science or medical examiner/coroner's office services in the state.
- b. Eliminate backlogs in the analysis of forensic science evidence, including, but not limited to, a backlog with respect to firearms examination, latent prints, impression evidence, toxicology, digital evidence, fire evidence, controlled substances, forensic pathology, questioned documents, and trace evidence.
- c. Train, assist, and employ forensic laboratory personnel and medicolegal death investigators, as needed, to eliminate backlogs.
- d. Address emerging forensic science issues (such as statistics, contextual bias, and uncertainty of measurement) and emerging forensic science technology (such as high-performance automation, statistical software, and new types of instrumentation).
- e. Educate and train forensic pathologists on appropriate protocols.

- f. Provide funds to facilitate accreditation of medical examiners' and coroners' offices and certification of medicolegal death investigators.

D. PROGRAM REPORTING REQUIREMENTS

Progress Reports serve as a record for the implementation of the Grant Subaward. Statistics for Progress Reports must be collected on a quarterly basis, even when reporting occurs less frequently. The following reports are required:

1. Cal OES Progress Reports

There are three Progress Reports required for the Program. See the chart below for report periods and due dates.

Report	Report Period	Due Date
1st Report	April 1, 2025 – June 30, 2025	July 11, 2025
2nd Report	July 1, 2025 – December 31, 2025	January 13, 2026
Final Report	January 1, 2026 – March 31, 2026	April 30, 2026

February 11, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF MEDICAL EXAMINER

AUDITOR-CONTROLLER:

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2024-25
ACTION**

SOURCES

USES

MEDICAL EXAMINER
A01-ME-90-9031-19150
FEDERAL GRANTS
INCREASE REVENUE

94,000

MEDICAL EXAMINER
A01-ME-1000-19150
SALARIES & EMPLOYEE BENEFITS
INCREASE APPROPRIATION

16,000

MEDICAL EXAMINER
A01-ME-2000-19150
SERVICES & SUPPLIES
INCREASE APPROPRIATION

78,000

SOURCES TOTAL \$ 94,000

USES TOTAL \$ 94,000

JUSTIFICATION

Reflects an increase in revenue and a corresponding increase in Salaries & Employee Benefits and Services and Supplies.

AUTHORIZED SIGNATURE

Dr. Nichelle Shaw, Admin Deputy

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

MOTION BY SUPERVISOR JANICE HAHN

AGN. NO.
April 1, 2025

Providing Court Reminders and Transportation Services for Justice-Impacted Youth through JCOD’s Justice Connect Support Center

Los Angeles County’s (County) Justice Care and Opportunities Department (JCOD) has implemented a model for court-reminders and transportation services for the justice-impacted adult population, and it has shown to be successful in its initial phase. Through JCOD’s Independent Pretrial Services Agency, including the Justice Connect Support Center¹ and Airport Pretrial Pilot² (Pilot), adults who are released from jail and have upcoming court hearings can be enrolled to receive a text message, phone call, and/or email reminders about their court dates, as well as transportation services via taxi cabs if requested, paid for by the County.³ The outcomes⁴ from the first quarter of this Pilot (July 2024 to September 2024) show that there was an average appearance rate of 94% for adults who either received a text/call/email reminder, transportation to court, or both a court reminder and transportation. Those who received both a court reminder and transportation had the best outcomes, with zero failures to appear (FTAs).

There is an opportunity for the Probation Department to duplicate portions of this

¹ <https://jcod.lacounty.gov/impact/program-dashboard/>

² <https://jcod.lacounty.gov/program/pretrial-services-pilot/>

³ Transportation services are available within LA County to court hearing, probation, parole, and home/shelter.

⁴ https://file.lacounty.gov/SDSInter/bos/bc/1177598_ImplementingHumphreyandReformsQuarterlyReport-01.29.25_1_.pdf

MOTION

SOLIS _____
MITCHELL _____
HORVATH _____
HAHN _____
BARGER _____

same model for the youth population, some of whom are detained in Los Padrinos Juvenile Hall for FTAs at their court hearings, resulting in a warrant being issued. The Probation Department has taken a number of strides to decrease the number of youth detained at Los Padrinos when legally possible: Probation's Intake Detention Control Unit (IDC) has focused efforts on eliminating practices that unnecessarily detain youth. These strategies have made a notable impact: from July 24, 2024 to January 31, 2025, the population of youth incarcerated at Los Padrinos declined from 320 youth to 233 youth. However, more can be done to minimize youth detentions due to bench warrants for FTAs. Sending court reminders via text, email, and/or call and offering free transportation to and from court are practical methods to reduce FTAs that have already shown to be successful for those with adult cases. Extending these services to those with juvenile cases as well may mitigate returns to custody for FTAs. Because a system is already in place through JCOD, the Probation Department should collaborate with JCOD to establish a means for those with juvenile cases who have upcoming court hearings or other court requirements to receive similar services focused on reducing FTAs, including court reminders through the Justice Connect Support Center, and transportation services contracted through the Department of Youth Development, given Probation's current staffing limitations.

I, THEREFORE, MOVE that the Board of Supervisors:

Direct the Justice, Care and Opportunities Department (JCOD), in collaboration with Probation Department's Juvenile Special Services Bureau, the Department of Youth Development (DYD), and County Counsel to:

1. Explore the possibility of doing the following:
 - a. Creating a means for justice-involved youth to receive court reminders via text,

- phone call, and/or email through JCOD's Justice Connect Support Center;
- b. Developing a process for justice-involved youth to receive transportation services contracted through DYD, as legally viable; and
 - c. Using JCOD's Justice Connect Support Center as a resource for linking justice-involved youth to DYD providers.

2. Report back in writing in 45 days on the above directive.

#

JH:kc:cc

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	3/12/2025	
BOARD MEETING DATE	4/1/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire	
SUBJECT	Acquisition of Seventeen Pierce Enforcer Triple Combination Engines	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ 18,830,679 and potential \$500,000 upcharge for CARB emission fee	Funding source: District's FY 2024-25 Vehicle ACO Fund Final Adopted Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Requesting Board approval to purchase 17 Pierce Enforcer Triple Combination Engines from South Coast Fire Equipment	
BACKGROUND (include internal/external issues that may exist including any related motions)	The National Fire Protection Association (NFPA) recommends a 20-year replacement plan for pumpers, consisting of a 15-year front-line service and five years of reserve service. Pumper apparatus provide structural and wildland fire suppression, and emergency medical response capabilities. Acquiring these apparatus' will allow the District to comply with NFPA standards.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Amy Lozano, Executive Assistant, (323) 881-6194, Amy.Lozano@fire.lacounty.gov	



COUNTY OF LOS ANGELES FIRE DEPARTMENT



BOARD OF SUPERVISORS

KATHRYN BARGER, CHAIR
FIFTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

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

April 1, 2025

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

Dear Supervisors:

AUTHORIZATION FOR THE ACQUISITION OF SEVENTEEN PIERCE ENFORCER TRIPLE COMBINATION ENGINES (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting the Board of Supervisors (Board) approval for the acquisition of 17 Pierce Enforcer Triple Combination Engines (Engines) from South Coast Fire Equipment at an estimated cost of \$1,107,687 each, for a total of \$18,830,679, and an estimated cost of \$500,000 for potential upcharge for the California Air Resources Board's (CARB) emission fee for the Engines.

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

1. Approve the District's request to authorize the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the solicitation and acquisition of capital asset items in excess of \$250,000, which consists of 17 Pierce Engines.
2. Delegate authority to the County's Purchasing Agent to accept the Proposal for Furnishing Fire Apparatus (Enclosure A) and sign the Addendum to the County of Los Angeles Terms and Conditions (Enclosure B).

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
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
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
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

3. Approve an estimated amount of \$500,000 for potential upcharge for the CARB emission fee for the Engines due to 2027 CARB compliance requirements. South Coast Fire Equipment will not know the exact cost increase for the CARB emission fee until July 2025.
4. Find that these purchases are exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The National Fire Protection Association (NFPA) recommends a 20-year replacement plan for Pumpers, consisting of a 15-year front-line service and five years of reserve service. Pumper apparatus carry 500-gallon water hose and pump to suppress structural and wildland fires along with providing emergency medical response capabilities. Acquiring these apparatuses will allow the District to comply with NFPA standards. Deliveries are expected to begin in FY 2025-2026.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3 Realize Tomorrow's Government Today, and Focus Area Goal C. Equity-Centered Policies and Practices.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The purchase of the 17 Pierce Engines, including the CARB emission fee upcharge, will be funded by the District. Sufficient funding is available in the District's Vehicle Accumulated Capital Outlay Fund's FY 2024-2025 Final Adopted Budget to cover the estimated cost of \$18,830,679 for the Engines and the potential cost of \$500,000 for the CARB emission fee upcharge.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, the Board adopted a policy whereby departments must obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions to the County's Purchasing Agent.

Los Angeles County Code, Section 2.81.950(C), provides that the County's Purchasing Agent may award on the basis of a prior bid or last price if the conditions of purchase are similar.

ENVIRONMENTAL DOCUMENTATION

The acquisitions are exempt from the CEQA as they will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061 (b)(3) of the State of California CEQA guidelines.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through and accomplished by the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The apparatuses will enhance the District's ability to protect lives, the environment, and property in a safe, more efficient, and cost-effective manner.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office
Attention: Amy Lozano, Executive Assistant
1320 North Eastern Avenue
Los Angeles, CA 90063
Amy.Lozano@fire.lacounty.gov

Internal Services Department Purchasing & Contracts Service
Attention: Ted Lo, Section Manager
1100 North Eastern Avenue, Suite 102
Los Angeles, CA 90063
TLo2@isd.lacounty.gov

The District's contact may be reached at (323) 881-6174.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:st

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

PROPOSAL FOR FURNISHING FIRE APPARATUS

November 11, 2024

Los Angeles County Fire Department
1320 N. Eastern Ave
Los Angeles, CA 90063

SOUTH & COAST FIRE EQUIPMENT

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
Seventeen 17 Pierce Enforcer Triple Combination Engines Per Sourcewell Contract # 113021 Bid 259	\$ 1,004,695.00	\$ 17,079,815.00
Sales Tax @ 10.250%	\$ 102,981.24	\$ 1,750,681.08
APPARATUS COST WITH TAX	\$ 1,107,676.24	\$ 18,830,496.08
Performance Bond Not Required	\$ -	\$ -
California Tire Fee	\$ 10.50	\$ 178.50
Consortium Fee Not Applicable	\$ -	\$ -
TOTAL PURCHASE PRICE	\$ 1,107,686.74	\$ 18,830,674.58

The above proposal price shall be valid until 12/30/24 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 82878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. An increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to \$18,830,674.58. The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manufacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be 24-26 months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at County of Los Angeles

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Force Majeure - South Coast Fire Equipment shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment (SCFE) may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Manufacturer; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. SCFE endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by SCFE upon sale of the Product to another purchaser, plus any costs incurred by SCFE to conduct any such sale.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,
South Coast Fire Equipment, Inc.

Adrian Beyer
Sales Representative

I, _____ authorized representative of _____ agrees to purchase the proposed product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

Signature: _____
Title: _____ Date: _____

ADDENDUM TO THE COUNTY OF LOS ANGELES' TERMS AND CONDITIONS: RFQ-IS-25000245.

This Addendum to RFQ-IS-25000245 ("Addendum") is made and entered into as of **July 11, 2024** by and between County of Los Angeles Fire Department and South Coast Fire Equipment. This Addendum amends, modifies, and supplements the County of Los Angeles Terms and Conditions provided under this solicitation no. RFQ-IS-25000245.

RECITALS

WHEREAS, the parties hereto wish to amend, modify and supplement certain terms and provisions of the Agreement as further described below:

1. Page 4, Section 2.6 – WARRANTIES:

Vendor must, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor must also reimburse County for any costs incurred as a result of defect(s). The term of this warranty must be as set forth in the Award, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

AMEND TO ADD: Provided vehicle warranties start when the apparatus leaves the factory.

2. Page 5, Section 2.8 – CANCELLATION:

Unless otherwise specified herein, County may cancel all or part of the Award at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Award may be charged County for cancellation with less than thirty (30) days prior written notice.

REMOVED AND ADD:

Cancellation/Termination: In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. South Coast Fire Equipment endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by South Coast Fire Equipment upon sale of the Product to another purchaser, plus any costs incurred by South Coast Fire Equipment to conduct any such sale.

3. Page 5, Section 2.9 – TERMINATION FOR CONVECIENCE:

Any agreement may be terminated, when such action is deemed by County to be in its best interest. Termination will be effected by delivery to Vendor of a notice of termination specifying the extent to which performance of agreement is terminated and the date upon which such termination becomes effective, which must be no less than ten (10) days after the notice is sent. After receipt of a notice of termination, Vendor must submit its termination claim and invoice to County, in the form and with any certifications as may be prescribed by County. Such claim and invoice must be submitted promptly, but no later than three months from the effective date of termination. Upon failure of Vendor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Vendor in respect to termination, and such determination will be final. When such determination is made, County will pay Vendor the amount so determined. Vendor must honor orders accepted on or before the effective date of termination.

REMOVED. AMEND TO REFERENCE SECTION 2.8**4. Page 6, Section 2.13 – TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

Notwithstanding any other provision of this Award, the County will not be obligated for the Vendor's performance hereunder or by any provision of this Award during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Award in the County's Budget for each such future fiscal year. In the

event that funds are not appropriated for this Award, then this Award will terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify the Vendor in writing of any such non-allocation of funds at the earliest possible date.

REMOVED. AMEND TO REFERENCE SECTION 2.8

5. Page 8, Section 2.24 – MOST FAVORED CUSTOMER:

If the Vendor's prices decline or should the Vendor at any time during the term of this Award 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 Award, then such lower prices must be immediately extended to the County.

AMEND TO ADD: Goods are specific to LA County and not provided to others within the state of CA.

6. ADD to Page 19- Sample Special Terms and Conditions:

Producer Price Index (PPI) Language: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

IN WITNESS WHEREOF, this addendum has been duly executed and delivered as of the date first above written.

COUNTY OF LOS ANGELES FIRE DEPARTMENT

SOUTH COAST FIRE EQUIPMENT

NAME: Julia Kim

NAME: Adrian Beyer

TITLE: Deputy Chief, Business Operations

TITLE: Sales Representative

DATE: Jul 15, 2024

DATE: 7-11-24

SIGNATURE:  (Jul 15, 2024 09:23 PDT)

SIGNATURE: 

COUNTY OF LOS ANGELES PURCHASING ANALYST

NAME: _____

DATE: _____

TITLE: _____

SIGNATURE: _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	3/12/2025	
BOARD MEETING DATE	4/1/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Probation	
SUBJECT	Approval of a sole source contract with Affirmative Athletics (AA) for the purpose of providing a Sports League Program at Camp Rockey, Camp Paige, and Camp Afflerbaugh, collectively referred as the East Camps at the County of Los Angeles Probation Department (Probation).	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: It is in the best economic interest of the County.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$400,000	Funding source: Net County Cost (NCC)
	TERMS (if applicable): One (1) year term with the option to extend for two (2) additional one (1) year periods and an additional six (6) month extension for a total contract term of up to three (3) years and six (6) months.	
	Explanation:	
PURPOSE OF REQUEST	Provide a Sports League Program to approximately 60 youth annually at East Camps.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Program services will be delivered in a sports “season” commensurate with a college semester-length format, with coaches serving as mentors who reinforce a community spirit within Probation’s facilities, harness competitive inspiration toward achievement of team-based goals, reinforce skill-building in areas such as coping skills and positive social interactions, and linkages to external supports based upon the coaches’ own credible experiences. The program offers a physical outlet for youth along with the opportunity for social and emotional growth through coaching and mentorship that often leads to behavior change.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Care First, Jails Last: This priority aims to provide programs and support to individuals and divert them from jail.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Robert Smythe, Administrative Deputy: (562) 940-2516 Robert.Smythe@probation.lacounty.gov Tracy Novak, Director: (909) 469-6332 Tracy.Novak@probation.lacounty.gov	



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242
(562) 940-2501



GUILLERMO VIERA ROSA
Chief Probation Officer

April 1, 2025

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:

APPROVAL OF A SOLE SOURCE CONTRACT WITH AFFIRMATIVE ATHLETICS TO PROVIDE A SPORTS LEAGUE PROGRAM AT EAST CAMPS

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a sole source contract with Affirmative Athletics (AA) for the purpose of providing a Sports League Program at Camp Rockey, Camp Paige, and Camp Afflerbaugh, collectively referred as the East Camps at the County of Los Angeles Probation Department (Probation).

IT IS RECOMMENDED THAT YOUR BOARD

1. Delegate authority to the Chief Probation Officer or his designee to execute the attached sole source contract with AA (Attachment I), upon approval as to form by County Counsel, for the purpose of providing a Sports League Program at East Camps, commencing upon execution by the Chief Probation Officer or his designee for an initial term of one (1) year, estimated at \$400,000, with the option to extend for an additional two (2) years, separated into one-year option periods, upon available funding.
2. Delegate authority to the Chief Probation Officer or his designee to prepare and execute amendments to extend the contract for an additional six (6) months to the period of performance, for a total of up to three (3) years and six (6) months, pursuant to the terms of the contract, availability of funding, and upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or his designee to approve; 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, contract sum, and if necessary, 3) termination for convenience of, in whole or in part, the contract with AA.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of a sole source contract (Attachment I) with AA to provide a Sports League Program to approximately sixty (60) youth annually at East Camps.

Program services will be delivered in a sports “season” commensurate with a college semester-length format, with coaches serving as mentors who reinforce a community spirit within Probation’s facilities, harness competitive inspiration toward achievement of team-based goals, reinforce skill-building in areas such as coping skills and positive social interactions, and linkages to external supports based upon the coaches’ own credible experiences. The program offers a physical outlet for youth along with the opportunity for social and emotional growth through coaching and mentorship that often leads to behavior change. Youth who participate in AA programs have shown to be more likely to assume leadership roles within the facilities and willing to connect with social service providers upon release. Participating in their journaling and self-reflection exercises can positively influence reading comprehension and writing skills.

AA is uniquely qualified with a blend of experienced trainers and coaches, linkages to local high-profile athletic programs and athletes, and socially and culturally responsible support services such as weekly interactive journaling. AA’s program will be provided within Probation’s Residential Treatment Services Bureau.

Many youths have missed the opportunity to participate in organized sports which would have otherwise availed youth of support and guidance in traits such as goal setting, and self-discipline which can contribute to the reduction of recidivism. The services provided by AA support physical fitness in conjunction with rehabilitative programming social & emotional learning, and mentorship.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the County of Los Angeles Strategic Plan North Star 1: Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families. Specifically, it will address Strategy ii, To Improve Health Outcomes.

FINANCIAL IMPACT/FINANCING

The estimated annual contract amount of \$400,000 is fully funded under net county cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this contract shall commence upon Board approval for an initial term of one (1) year, with the option to extend for an additional two (2) years, separated into one-year option periods. There is no impact to departmental relations since this is not a Proposition A contract. Probation has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract.

The Honorable Board of Supervisors

April 1, 2025

Page 3

The contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/START participants for employment openings, compliance with the Jury Service Ordinance, and the Safely Surrendered Baby law. The County will not request the contractor to perform services that exceed the Board-approved delegated authority.

CONTRACTING PROCESS

The Sole Source Checklist (Attachment II) has been approved by the Chief Executive Office. In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, Probation advised the Board on November 27, 2024, of its intent to enter a sole source contract with AA (Attachment III).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this sole source contract (Attachment I) will enable Probation to provide organized sports program services which support and contribute to the reduction of recidivism in youth.

Respectfully submitted,

GUILLERMO VIERA ROSA
Chief Probation Officer

GVR:TH:JK:jk

Enclosures

c: Executive Officer
Chief Executive Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AFFIRMATIVE ATHLETICS

FOR

SPORTS LEAGUES PROGRAM

AT

EAST CAMPS

CONTRACT # 640-25-001

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1	APPLICABLE DOCUMENTS	1
2	DEFINITIONS	3
	2.1 Standard Definitions.....	3
3	WORK	4
4	TERM OF CONTRACT	4
5	CONTRACT SUM	5
	5.1 Total Contract Sum.....	5
	5.2 Written Approval for Reimbursement.....	6
	5.3 Notification of 75% of Total Contract Sum.....	6
	5.4 No Payment for Services Provided Following Expiration - Termination of Contract.....	7
	5.5 Invoices and Payments.....	7
	5.6 Intentionally Omitted.....	8
	5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer..	8
6	ADMINISTRATION OF CONTRACT – COUNTY	9
	6.1 County Administration.....	9
	6.2 County’s Contract Manager.....	9
	6.3 County’s Program Manager.....	9
	6.4 County’s Contract Monitor.....	9
7	ADMINISTRATION OF CONTRACT – CONTRACTOR	10
	7.1 Contractor Administration.....	10
	7.2 Contractor’s Staff.....	10
	7.3 Approval of Contractor’s Staff.....	10
	7.4 Contractor’s Staff Identification.....	10
	7.5 Background and Security Investigations.....	10
	7.6 Confidentiality.....	11
8	STANDARD TERMS AND CONDITIONS	13
	8.1 Amendments.....	13
	8.2 Assignment and Delegation/MeUrgers or Acquisitions.....	14
	8.3 Authorization Warranty.....	14
	8.4 Budget Reductions.....	15

8.5	Complaints.....	15
8.6	Compliance with Applicable Law.....	16
8.7	Compliance with Civil Rights Laws.....	16
8.8	Compliance with the County’s Jury Service Program.....	20
8.9	Conflict of Interest.....	18
8.10	Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-Employment List.....	19
8.11	Consideration of Hiring GAIN-START Participants.....	19
8.12	Contractor Responsibility and Debarment.....	20
8.13	Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law.....	22
8.14	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....	22
8.15	County’s Quality Assurance Plan.....	23
8.16	Damage to County Facilities, Buildings or Grounds.....	23
8.17	Employment Eligibility Verification.....	23
8.18	Counterparts and Electronic Signatures and Representations.....	24
8.19	Fair Labor Standards.....	24
8.20	Force Majeure.....	25
8.21	Governing Law, Jurisdiction, and Venue.....	25
8.22	Independent Contractor Status.....	25
8.23	Indemnification.....	26
8.24	General Provisions for all Insurance Coverage.....	26
8.25	Insurance Coverage.....	31
8.26	Liquidated Damages.....	32
8.27	Most Favored Public Entity.....	33
8.28	Nondiscrimination and Affirmative Action.....	33
8.29	Non Exclusivity.....	35
8.30	Notice of Delays.....	35
8.31	Notice of Disputes.....	35
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	35
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law.....	35
8.34	Notices.....	36
8.35	Prohibition Against Inducement or Persuasion.....	36
8.36	Public Records Act.....	36

8.37	Publicity.....	36
8.38	Record Retention and Inspection-Audit Settlement.....	37
8.39	Recycled Bond Paper.....	38
8.40	Subcontracting.....	38
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	40
8.42	Termination for Convenience.....	40
8.43	Termination for Default.....	40
8.44	Termination for Improper Consideration.....	42
8.45	Termination for Insolvency.....	42
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	43
8.47	Termination for Non-Appropriation of Funds.....	43
8.48	Validity.....	43
8.49	Waiver.....	44
8.50	Warranty Against Contingent Fees.....	44
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	44
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	44
8.53	Time Off for Voting.....	45
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking....	45
8.55	Intentionally Omitted.....	45
8.56	Compliance with Fair Chance Employment Hiring Practices.....	45
8.57	Compliance with the County Policy of Equity.....	45
8.58	Prohibition from Participation in Future Solicitation(s).....	46
8.59	Injury and Illness Prevention Program.....	45
8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	46
9	UNIQUE TERMS AND CONDITIONS.....	46
9.1	Intentionally Omitted	46
9.2	Intentionally Omitted	46
9.3	Intentionally Omitted.....	46
9.4	Intentionally Omitted.....	46
9.5	Contractor's Charitable Activities Compliance.....	47
9.6	Intentionally Omitted.....	47

9.7	Intentionally Omitted	47
9.8	Intentionally Omitted	47
9.9	Intentionally Omitted	47
10	SURVIVAL.....	47
	SIGNATURE.....	49

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

A Statement of Work (SOW).....

B Budget Sheet.....

C Intentionally Omitted.....

D Contractor’s EEO Certification.....

E County’s Administration.....

F Contractor’s Administration.....

G1 Contractor Acknowledgement and Confidentiality Agreement.....

G2 Contractor Employee Acknowledgement and Confidentiality Agreement.....

G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement.....

G4 Employee’s Acknowledgement of Employer.....

H Jury Service Ordinance.....

I Safely Surrendered Baby Law.....

J Intentionally Omitted.....

K Intentionally Omitted.....

L Intentionally Omitted.....

M Intentionally Omitted.....

N Intentionally Omitted.....

O Charitable Contributions Certification.....

P Background Request Form.....

Q Intentionally Omitted.....

R Defaulted Property Tax Reduction Program/Form.....

S Contract Discrepancy Report.....

T Confidentiality of CORI Information.....

U Performance Requirements Summary (PRS) Chart.....

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AFFIRMATIVE ATHLETICS
FOR
SPORT LEAGUES PROGRAM
AT
EAST CAMPS**

This Contract ("Contract") made and entered into this ____ day of _____, 2025 by and between the County of Los Angeles, hereinafter referred to as "County," and Affirmative Athletics, hereinafter referred to as "Contractor". Affirmative Athletics is located at 669 S. Union Ave., Ste. 117, Los Angeles, CA 90017.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for a Sport Leagues Program at Camp Rocky, Camp Paige, and Camp Afflerbaugh, collectively referred to as the East Camps; and

WHEREAS, the Contractor is a non-profit charity exempt from federal income tax under section 501(c)3 and specializes in providing Sport Leagues Program; and

WHEREAS, the County through its Chief Probation Officer, is authorized to Contract under California Governmental Code Section 31000, as well as Section 26227 and otherwise to expend money from the General Fund of the County for programs deemed necessary by the Board of Supervisors to meet the social needs of the County, including, but not limited to, health, law enforcement, public safety, rehabilitation, welfare, education, and the needs of physically, mentally, and financially handicapped persons; 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

- 1.1** Exhibits A, B, D, E, F, G1, G2, G3, G4, H, I, O, P, R, S, T and U 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 terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Budget Sheet
- 1.3 EXHIBIT C - Intentionally Omitted
- 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
- EXHIBIT G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G4 - Employee's Acknowledgment of Employer
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Intentionally Omitted
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Background Request Form
- 1.17 EXHIBIT Q - Intentionally Omitted
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS) Chart

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

2.0 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as governing body.

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

2.1.1.3 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.1.4 Contractor's Project Director: Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.1.5 County's Contract Manager: Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.

2.1.1.6 County's Contract Monitor: Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.

2.1.1.7 County's Program Manager: Person designated by the County to manage the daily operations under this Contract.

- 2.1.1.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

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 in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall commence on _____ through _____, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer or designee, and the authorized official of the Contractor, by mutual written agreement for up to two (2) additional one year periods.
- 4.2** Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or designee and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains databases that track/monitor the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

- 4.3** The Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Budget Sheet). The annual Contract sum, inclusive of all applicable taxes, is estimated at **\$400,000** for the initial term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for services provided under this Contract consistent with Exhibit B (Budget Sheet). The Contractor shall retain all relevant supporting documents and make them available to County at any time for audit purposes.

The County shall pay the Contractor up to fifteen percent (15%) administrative/indirect actual costs of the total Contract amount. Administrative/indirect costs shall not be in addition to, but a part of, the maximum Contract Sum.

The Contractor shall submit monthly invoices for actual costs incurred for administrative/indirect costs. Invoices shall detail the administrative/indirect costs incurred and include supporting documentation for such costs. The Contractor shall retain all relevant supporting documents and make them available to County at any time for audit purposes. The Contractor shall return to County any unspent funds in excess of actual administrative/indirect costs under this Contract at the end of each Contract term. The Contractor must return to County any funds received in excess of administrative/indirect costs. The Contractor

agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

5.1.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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.

5.1.3 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 the County of Los Angeles Probation Department at the address provided in Exhibit E (County's Administration).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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 Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Probation at the address herein provided in Exhibit E (County's Administration).

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) 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 (Budget Sheet) 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 no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Budget Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) 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 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Claudia Valenzuela
Attention: Fiscal Department, P-73
9150 East Imperial Highway
Downey, CA 90242**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager 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 – Prompt Payment Program

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

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 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 an agreement/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).

5.7.2 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.

5.7.3 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.

5.7.4 At any time during the duration of the agreement/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

6.1 County Administration

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

6.2 County's Contract Manager

The role of the County's Contract Manager may include:

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

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

6.3 County's Program Manager

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

6.3.1 Meeting with the Contractor's Project Director on a regular basis; and

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

The County's Program 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.

6.4 County's Contract Monitor

The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Staff

7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).

7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the

Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information, or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.

7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.

7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

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

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

7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

7.6.3 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 the subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) 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 to 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 make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.2 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 Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed

by the Contractor and by the Chief Probation Officer or his/her 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, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the 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, 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.

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

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, 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 the 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 Paragraph 8.6 (Compliance with Applicable Law) 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 to 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 the 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).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 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.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 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.

8.8.2.4 The Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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 paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or are on a County 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-START 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN-START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINSTART@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN-START participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

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

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board 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.

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the

hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board 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 the subcontractors of the County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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, 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The 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 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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

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 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 the 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 subparagraph, 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 agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

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

- 8.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

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

8.24.1 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 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.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to the 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 the County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to the County not less than ten (10) days prior to the 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.
- 8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements shall be sent to:

Susana Barrera, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
Email address:
Susana.Barrera@probation.lacounty.gov

Fax#: (562) 658-2307

8.24.2.6 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.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under 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.

8.24.4 Cancellation of or Changes 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 the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which 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 Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 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.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under the Contractor's own policies or shall provide the 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 name 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 request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any 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.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. 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.

8.24.12 Application of Excess Liability Coverage

The Contractors 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.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of

abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Intentionally Omitted

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Intentionally Omitted

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, 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 Chief Probation Officer, or his/her 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 the Exhibit U

(Performance Requirements Summary (PRS) Chart) hereunder, 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) 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 Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 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).

- 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 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 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 County 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's Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer, 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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 Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation Officer or his/her 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

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

8.37.1.2 During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. 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 proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this 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) 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 Paragraph 8.38 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.

8.38.5 Intentionally Omitted

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:

- 8.40.2.1** A description of the work to be performed by the subcontractor;
 - 8.40.2.2** A draft copy of the proposed subcontract; and
 - 8.40.2.3** Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Contract Manager 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. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents to:

Susana Barrera, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
Email address: Susana.Barrera@probation.lacounty.gov

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 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 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 affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:

8.43.1.1 The Contractor has materially breached this Contract; or

- 8.43.1.2** The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 8.43.1.3** 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) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default

under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 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 Paragraph 8.42 (Termination for Convenience).

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within

the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

8.45.2 The rights and remedies of the County provided in this 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 the 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 the 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 Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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.

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 Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) 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) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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 the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Contractor's staff pursuant to this paragraph 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 Hiring Practices

The Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2b

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)
Paragraph 8.24 (General Provisions for all Insurance Coverage)
Paragraph 8.25 (Insurance Coverage)
Paragraph 8.26 (Liquidated Damages)
Paragraph 8.34 (Notices)
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
Paragraph 8.42 (Termination for Convenience)
Paragraph 8.43 (Termination for Default)
Paragraph 8.48 (Validity)
Paragraph 8.49 (Wavier)
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))
Paragraph 10 (Survival)

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

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
GUILLERMO VIERA ROSA
CHIEF PROBATION OFFICER

AFFIRMATIVE ATHLETICS

By _____
SIGNATURE

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By Jason C Carnevale
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK.....	52
2.0	SPECIFIC TASKS	52
3.0	QUALITY CONTROL PLAN.....	55
4.0	QUALITY ASSURANCE PLAN.....	56
5.0	DEFINITIONS	57
6.0	RESPONSIBILITIES.....	58
	<u>COUNTY</u>	
6.1	Personnel.....	58
6.2	Furnished Items	59
	<u>CONTRACTOR</u>	
6.3	Project Director	59
6.4	Other Contractor Personnel	59
6.5	Contractor’s Furnished Items	61
6.6	Intentionally Omitted	61
6.7	Intentionally Omitted	61
6.8	Contractor’s Office	61
7.0	HOURS/DAYS OF WORK.....	62
8.0	INTENTIONALLY OMITTED	62
9.0	UNSCHEDULED WORK	62
10.0	INTENTIONALLY OMITTED	62
11.0	INTENTIONALLY OMITTED	62
12.0	PERFORMANCE REQUIREMENTS SUMMARY	62

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Contractor will provide a Sports Leagues Program which will include a Cognitive Journal Writing curriculum to Probation Youth (Participants) that reside at Camp Rockey, Camp Paige, and Camp Afflerbaugh, collectively referred to as the East Camps.
- 1.2 The services will be provided to approximately 60 Participants in a sports “season” format, designed to align with the duration of a college semester.

2.0 SPECIFIC TASKS

The contractor will provide services through the following curriculum and lesson schedule:

2.1 Cognitive Journal Writing

- 2.1.1 The Contractor shall provide journals for participants to chronicle their thoughts on their practices and on-field game experiences during their time in the program.
- 2.1.2 The Contractor shall instruct participants on the purpose of the journals for planning, preparing, performing for weekly competition then reviewing their weekly in-game experiences.
- 2.1.3 The Contractor shall moderate once per week journal writing workshops where participants review written thoughts and experiences with their group and the program community before planning and preparing to perform the following week.
- 2.1.4 The Contractor shall use journals to track participant’s progress through attendance and workshop participation.

2.2 Sports Leagues

The Contractor shall provide organized services and necessary equipment for the youth’s participation in the following sports leagues:

- 2.2.1 The AFFL/AABL/AAF programs are commonly divided into two divisions/conferences with fictional team names for the feel of professional sports franchises.
- 2.2.2 The number of players per team can be adjusted to accommodate an influx of youth at a given facility.
- 2.2.3 Additional teams can be added to accommodate an influx of youth at a given facility; additional teams may impact the number of coaches

needed, amount of equipment needed, the weekly schedule, and the duration of a season. Any such adjustments will be agreed upon with the Facility Director prior to implementation.

2.2.3.1 AFFL (flag football) is designed for 5-on-5 play and ideally shall consist of 6 to 8 six-man teams (accommodating 48 youths).

TEAM NAMES: El Monte BRONCOS, Sacramento CHARGERS, Hollywood RAIDERS, Las Vegas CHIEFS, San Diego CARDINALS, Anaheim RAMS, San Jose SEAHAWKS, Golden State NINERS.

TEAM UNIFORM COLORS: Uniforms shall be limited to the following colors: grey, green, khaki, tan, black and white.

2.2.3.2 AABL (basketball) is designed for 3-on-3 play and ideally shall consist of 6 to 10 four-man teams (accommodating 40 youths).

TEAM NAMES: Anaheim CLIPPERS, Angel City ROCKETS, Frisco City WARRIORS, El Dorado NUGGETS, San Jose SONICS, Hollywood LAKERS, Las Vegas KINGS, San Diego SUNS, Santa Ana SPURS, Oakland MAVERICKS.

TEAM UNIFORM COLORS: Uniforms shall be limited to the following colors: grey, green, khaki, tan, black and white.

2.2.3.3 AAF (soccer) is designed for 5-on-5 play and ideally shall consist of 6 to 10 six-man teams (accommodating 60 youths).

TEAM NAMES: El Dorado RAPIDS, Sacramento STRIKERS, Hollywood ROYALS, Las Vegas KNIGHTS, Oaktown OUTLAWS, Emerald City SOUNDERS, Fresno GENERALS, Golden City BRIGADE, San Jose STALLIONS, Anaheim LIGHTNING, Angel City GALAXY, San Diego DEFENDERS, Santa Ana SPARTANS, Los Angeles COSMOS.

TEAM UNIFORM COLORS: Uniforms shall be limited to the following colors: grey, green, khaki, tan, black and white.

2.2.4 The weekly structure of the programs shall include journal writing workshops, team practice sessions and games with day-of-the-week and time-of-day to be agreed upon in advance between Facility Director and Contractor.

2.2.4.1 One day of Journal Writing Workshop for 2-3 hours

2.2.4.2 Two to Four days of Team Practice Sessions for 2-3 hours each

2.2.4.3 One day of Games for 6-8 hours

2.3 Duration of the program shall be agreed upon by the Facility Director prior to the program start. As an example, Program structure for a 16 week season of 8 teams would be as follows:

2.3.1 Week 1: Introduction Week & Conduct Contracts Signing Day

2.3.2 Week 2: Draft, Combines, 1st Official Team Practices & Pre-Season Tournament

2.3.3 Week 3: Journal Writing Workshop, Team Practices and Pre-Season Games

2.3.4 Week 4 through Week 11: Journal Writing Workshop, Team Practices and Regular Season Games

2.3.5 Week 12 and Week 13: Journal Writing Workshop, Team Practices and Playoff Games

2.3.6 Week 14: Journal Writing Workshop, Team Practices and Championship Game

2.3.7 Week 15: Journal Writing Workshop, Team Practices and Honor Bowl / All-Star Game

2.3.8 Week 16: Journal Writing Workshop, Awards Ceremony

2.4 Contractor shall provide the following personnel:

2.4.1 Head Coaches

2.4.2 Program Administrator

2.4.3 Impact Management Lead

2.4.4 Referees

2.4.5 Volunteers

2.5 Additional Responsibilities

2.5.1 The Contractor shall prepare a weekly attendance list for each youth and their Coaches/Mentors indicating their participation during the program.

2.5.2 The Contractor shall be able to attend as needed meetings with the County to discuss progress and monitoring of youth.

2.5.3 The Contractor shall produce a weekly newsletter illustrating the participants attendance and progress.

2.6 Program Records:

The Contractor shall keep a simple Program Record for each program participant (not an extensive Case File). The Program Record shall, if available, include:

2.6.1 Full name, home address, contact phone number, adult/family member or caregiver, and the organization(s) assigned to contact the youth while in camp/hall and upon release.

2.6.2 Progress Report shall be in the weekly newsletter.

2.7 Performance Measures:

The Contractor shall have the following performance measures:

2.7.1 100% of the youth shall be required to present the work they've done in their journals.

2.7.2 100% of the youth shall be tracked by program attendance and modified behavior to participate weekly.

3.0 QUALITY CONTROL PLAN

Contractor will establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The plan will be submitted as part of the proposal. An updated copy must be provided to the County Contract Manager within two (2) weeks of the contract date and as changes occur. The original plan and any future amendments are subject to County review and approval and shall include, but not limited to, the following:

3.1 An inspection system covering all the services listed in *Appendix C, Technical Exhibit 1 - Performance Requirements Summary Chart*. It must specify the activities to be inspected on either a scheduled and unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

- 3.2 The methods for identifying and preventing deficiencies, in the quality of service performed, before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be submitted with the monthly management narrative report to the County during the term of the contract as set forth in *Appendix A, Sample Contract, Section 8.38 - Record Retention and Inspection/Audit Settlement*.
- 3.4 The methods for ensuring uninterrupted service to the Probation Department in the event of a strike of the County's or the Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of Beneficiary information is maintained while this information is in the care of Contractor's employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this contract using the quality assurance procedures specified in *Appendix C, Technical Exhibit 1 - Performance Requirements Summary Chart*, or other such procedures as may be necessary to ascertain Contractor compliance with this contract.

4.1 Performance Evaluation Meetings

Contractor Project Director or his/her alternate shall meet at least weekly with the County Contract Manager during the first three (3) months of the contract if County Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the Contractor's Project Director and the County's Contract Manager. Should Contractor not concur with the minutes, Contractor will state in writing to the COUNTY Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein Contractor does not concur.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.
- 4.3 County will have the right to require any personnel assigned to Contractor who, in the opinion of the County Contract Manager, is unsatisfactory, will be removed and replaced by Contractor within twenty-four (24) hours.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level (AQL) – A measure to express the leeway or variance from a standard before Probation Department can apply damages as specified in Appendix C, Technical Exhibit 1. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation Department recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(S) correct all defects whenever possible. A variance from the AQL can result in credit to Probation Department against the monthly charge for the CONTRACTOR’S service.
- 5.2 Contract Discrepancy Report (CDR) – A report prepared by the Quality Assurance Evaluator to inform the Contractor(s) of the faulty service. The CDR requires a response from the Contractor(s) explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.
- 5.3 Contract Start Date – The date the Contractor begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.4 Contractor Project Director – The individual designed by the Contractor to administer the Contract operations after the contract award.
- 5.5 COUNTY Contract Manager – Person designed by County with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 5.6 COUNTY Contract Monitor – Person with responsibility to monitor the contract. Responsible for providing reports to County Contract Manager and COUNTY Program Manager.
- 5.7 COUNTY Program Manager – Person designed by County to manage the daily operations under this contract.
- 5.8 Direct Service – Services provided directly to Beneficiaries. Examples are face-to-face contact with youth and/or families, events, etc. Excluded activities include, but are not limited to, phone calls, drive-time, event or workshop planning, and administrative activities.
- 5.9 Enforcement – The County Contract Manager will be responsible for the enforcement of this contract on behalf of the County and will be assisted by those officers and employees of the County having duties in connection with the administration thereof. In the event the County commences legal proceedings for the enforcement of this contract of recovery of the premises used herein, the Contractor agrees to pay any sum, which may be awarded

to the County and the Court for attorney's fees and costs incurred in the action brought.

- 5.10 Liquidated Damages – The monetary amount deducted from Contractor's payment due to contract non-compliance and/or deficiencies in performance.
- 5.11 Performance Requirements Summary (PRS) – The statement that identifies the key performance indicators of the contract which will be evaluated by the County to ensure contract performance standards are met by the Contractor. *(Refer to Appendix C, Technical Exhibit 1)*
- 5.12 Quality Assurance Plan (Surveillance Plan) – The plan developed by Probation Department, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.13 Quality Control Plan – All necessary measures taken by the Contractor(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 5.14 Random Sample – A sampling method where each item in a lot has an equal chance of being selected.
- 5.15 Service Unit – One hour of direct service provided by the Contractor.
- 5.16 Tutoring – An interactive process whereby a person (tutor) gives individual or in some cases small group instruction. The purpose of tutoring is to help the youth help themselves, or to assist, or guide them to the point at which they become independent learners.
- 5.17 User Complaint Report (UCR) – A report prepared by Probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the Contractor.
- 5.18 Workday – Workdays are Sunday through Saturday.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

6.1 Personnel

The COUNTY will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract – County. Specific duties will

include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to County policy, information, and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

County shall neither provide Contractor with any real property nor with any equipment which may be necessary to perform the services required by the Statement of Work.

CONTRACTOR

6.3 Project Director

- 6.3.1 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.
- 6.3.2 The Project Director will have full authority to act for the Contractor on all contact matters relating to the daily operation of this contract.
- 6.3.3 The Project Director will be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with County personnel designated by the County to discuss problem areas.
- 6.3.4 The Project Director must have a minimum of two (2) years of demonstrated previous experience within the last three (3) years providing the contracted services.
- 6.3.5 The Project Director and alternate(s) must be able to read, write, speak, and understand English.
- 6.3.6 County will review the qualifications and approve the Project Director and any replacement recommended by Contractor.

6.4 Other Contractor Personnel

- 6.4.1 The Contractor shall be responsible for providing qualified staff to fulfill

the contracted services. County shall have the right to review and approve potential staff prior to assignment.

- 6.4.2 All personnel must be able to read, write, spell, speak and understand English.
- 6.4.3 The Contractor shall insure that by the first day of employment, all persons working on this contract shall have clearance through the County live scan fingerprint background and signed an acknowledgement that meets the standards of the Probation Department for County employees having access to Confidential Criminal Offender Record Information (CORI). **Contractor shall retain original signed CORI form and forward a copy to Contract Manager within five (5) days of start of employment.** (Refer to Appendix C, Technical Exhibit 3).
- 6.4.4 Contractor shall give advance notice to County Contract Manager, in writing, ten (10) business days of any change in Contractor personnel assigned to perform any work on this contract, as well as include the information in the monthly narrative report.
- 6.4.5 Contractor Employee Acceptability

County reserves the right to preclude the Contractor from employment or continued employment of any individual. Contractor will remove and replace any employee within twenty-four (24) hours when requested to do so by the County Contract Manager.

6.4.6 Employee Criminal Records, Notice and County Approval

Contractor will be responsible for the ongoing implementation and monitoring of sub-sections 6.4.6.1 through 6.4.6.7. On at least a quarterly basis, Contractor will report the monitoring results in writing to the COUNTY, indicating compliance or any problem areas. Elements of the monitoring report shall receive prior written approval from the COUNTY.

6.4.6.1 No personnel employed by the Contractor or Subcontractor for this program having access to Probation information or records will have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

6.4.6.2 County reserves the right to conduct a background investigation of Contractor's prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of

Contractor's employees at any time and to bar such employees from working on this contract under appropriate circumstances.

6.4.6.3 County reserves the right to preclude the Contractor from employment or continued employment of any individual for this contract service.

6.4.6.4 No personnel employed by the Contractor for this project shall be on active probation or parole currently or within the last three (3) years.

6.4.6.5 Contractor and employees of the Contractor will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.

6.4.6.6 Contractor will submit the names of employees to the COUNTY Program Manager prior to the employee starting work on this contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of Contractor's employees, and further reserves the right to conduct a background investigation of Contractor's employees at any time. **The Contractor's employees shall not begin work on this contract before receiving written notification of clearance from County.**

6.4.6.7 Because County is charged by the State for checking the criminal records of Contractor's employees; County will bill Contractor to recover expenses. The current amount is \$49.00 per record check, which is subject to change by the State.

6.5 Contractor Furnished Items

Contractor will furnish all personnel and equipment necessary to perform all services required by the Statement of Work.

6.6 INTENTIONALLY OMITTED

6.7 INTENTIONALLY OMITTED

6.8 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business. The office will be staffed during the

hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls. **The Contractor will answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAYS OF WORK

The Contractor will be required to provide services Monday through Sunday during each of the 12 months from 8:00 am to 5:00 pm. The Contractor may also be required to provide services on County recognized holidays.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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.

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

12.1.2 A standard level of performance will be required of the Contractor for the required services. Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) summarizes the required services, performance standards, maximum allowable deviation from the standards,

methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) or other such procedures as may be necessary to ascertain the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

12.2 When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

12.2.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

12.2.2 Reduce payment to the Contractor by a computed amount base on the assessment fee(s) in the PRS.

12.2.3 Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

12.2.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This paragraph and any accompanying subparagraphs do not limit the County's right to terminate the Contract upon ten (10) business day's written notice with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

BUDGET SHEET

Exhibit B

<u>Staff</u>			<u>Weekly Rate</u>	<u>Total (48 wks)</u>	<u>Qty</u>	<u>TOTAL (1 Year)</u>
Coach / Youth Mentor	-	-	\$360	\$17,280	8	\$138,240
Program Admin	-	-	\$600	\$28,800	2	\$57,600
Referee	-	-	\$350	\$14,700	3	\$44,100
Impact Management Lead	-	-	\$600	\$28,800	1	\$28,800
Program Management Lead	-	-	\$600	\$28,800	1	\$28,800
						<u>\$297,540</u>
<u>Equipment</u>	<u>Per Item</u>	<u>Qty</u>		<u>Total</u>	<u># of Seasons</u>	<u>TOTAL (1 Year)</u>
Jerseys	\$20	75	-	\$1,500	3	\$4,500
Footwear	\$25	75	-	\$1,875	3	\$5,625
Practice Wear	\$35	75	-	\$2,625	3	\$7,875
Wash/Fold Service (Jerseys)	\$100	14	-	\$1,400	3	\$4,200
Misc Field Supplies (Flags, Cones, etc.)	\$500	1	-	\$500	3	\$1,500
Canopies/Changing Areas	\$1,000	1	-	\$1,000	3	\$3,000
						<u>\$26,700</u>
<u>Program Materials</u>	<u>Per Item</u>	<u>Qty</u>		<u>Total</u>	<u># of Seasons</u>	<u>TOTAL (1 Year)</u>
Journals	\$8	75	-	\$600	3	\$1,800
Conduct Contract/Draft Card	\$1.50	75	-	\$113	3	\$338
Misc. Supplies	\$500	1	-	\$500	3	\$1,500
Newsletter design & production	\$1,000	1	-	\$1,000	3	\$3,000
						<u>\$6,638</u>
<u>Program Events</u>	<u>Per Day</u>	<u>Qty</u>		<u>Total</u>	<u># of Seasons</u>	<u>TOTAL (1 Year)</u>
Draft & Awards Days - Food/Bev	\$500	2	-	\$1,000	3	\$3,000
Draft & Awards Days - Apparel	\$5,000	1	-	\$5,000	3	\$15,000
Medals & Awards	\$1,000	1	-	\$1,000	3	\$3,000
						<u>\$21,000</u>
<u>Program Management</u>	<u>Per Month</u>	<u># of Months</u>				<u>TOTAL (1 Year)</u>
UpMetrics (Impact Tracking Software)	\$0	12	-	-	-	\$0
						<u>\$0</u>
<u>Admin/Indirect Costs</u>	<u>Per Month</u>	<u># of Months</u>				<u>TOTAL (1 Year)</u>
Fiscal Management	\$3,500	12	-	-	-	\$42,000
Reporting Management	\$1,500	12	-	-	-	\$18,000
Insurance	\$0	12	-	-	-	\$0
Legal	\$0	12	-	-	-	\$0
PR	\$1,200	12	-	-	-	\$14,400
						<u>\$74,400</u>
Adjusted Total (15% of Admin/Indirect Costs)	-	-	-	-	-	\$11,160
Contingency Budget (3% of Total)	-	-	-	-	-	\$10,891
TOTAL FEE PER YEAR (3 SEASONS = 48 WKS)	-	-	-	-	-	\$373,929

BUDGET NARRATIVE

<i>Cost Per Week (48 wks)</i>	-	-	-	-	-	\$7,790
<i>Cost Per Youth Per Week (60 youths)</i>	-	-	-	-	-	\$130

Staff

Coach / Youth Mentor	Providing structure for weekly practices and games; actively supporting weekly writing and social/emotional learning sessions; transportation, set-up/tear-down, and maintenance of equipment inventory.
Program Admin	Tracking statistics & highlights; newsletter production; support on game days, weekly writing and social/emotional learning sessions; equipment inventory management.
Referee	42 weeks of games (14 games per season X 3 seasons)
Impact Management Lead	Monitoring program outcomes, metrics and benchmarks; building and maintaining data collection, tracking and reporting tools. Full program oversight; coaching training and leadership development; scheduling weekly practices and games; facilitating weekly writing and social/emotional learning sessions; developing and publishing newsletter for participants.
Program Management Lead	

Equipment

Practice Wear	Youth receive 2 t-shirts & 2 shorts to keep
Wash/Fold Service (Jerseys)	\$100/week x 14 weeks of games

Program Events

Draft & Awards Days - Food/Bev	Draft day & Awards day (2 days)
Draft & Awards Days - Apparel	Draft day only / Partnership with Working Wardrobes
Medals & Awards	Awards day only

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. 640-25-001

COUNTY'S CONTRACT MANAGER:

Name: Tasha Howard
 Title: Contracts and Grants Division Director
 Address: 9150 East Imperial Highway, Room C-29
Downey, CA 90242
 Telephone: 562-940-2728
 Facsimile: 562-658-2307
 E-Mail Address: Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name: Rahman Williams
 Title: Program Manager
 Address: 9150 East Imperial Highway
Downey, CA 90242
 Telephone: 562-940-3547
 E-Mail Address: Rahman.Williams@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Susana Barrera
 Title: Contract Analyst
 Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
 Telephone: 562-940-2676
 Facsimile: 562-658-2307
 E-Mail Address: Susana.Barrera@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Rene Francis
 Title: Manager
 Address: 5555 Ferguson Drive
Commerce, CA 90022
 Telephone: 323-659-6808
 Facsimile: _____
 E-Mail Address: Rene.Francis@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

AFFIRMATIVE ATHLETICS

CONTRACTOR'S NAME

CONTRACT NO: 640-25-002

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile _____
E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile _____
E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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 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 Program 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: ____/____/____

PRINTED NAME: _____

POSITION: _____

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: _____

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity that 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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts that 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 shall 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months that, 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



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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?

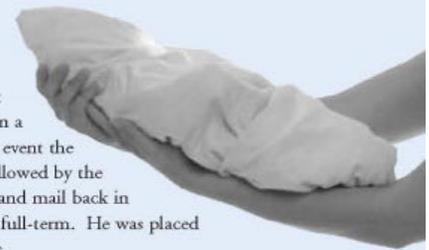
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 Ángeles 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.



INTENTIONALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act that regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)



COUNTY OF LOS ANGELES
 PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU
 9150 East Imperial Highway
 Downey, CA 90242
BACKGROUND REQUEST FORM
 Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Exhibit P

Requesting Agency: _____
 Agency Address: _____
 City and Zip Code: _____
 Agency Contact Person: _____
 Telephone No: _____
 Fax No: _____
 Email Address: _____
 Lead Agency (if Different): _____

LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM – 11:30 AM & 1:00 PM - 4:00 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive on time.

Completed by Requesting Agency				Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times	Appointment Date	Appointment Time

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: CA Driver's License, Identification Card)



**LOS ANGELES COUNTY PROBATION DEPARTMENT
HUMAN RESOURCES DIVISION
ADMINISTRATIVE SERVICES BUREAU
CONTRACTOR BACKGROUND APPLICATION**



1. YOUR FULL NAME			
LAST	FIRST	MIDDLE	
2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)			
3. ADDRESS WHERE YOU LIVE			
NUMBER / STREET		APT / UNIT	
CITY		STATE	ZIP
4. EMAIL ADDRESS			
5. CONTACT NUMBERS			
HOME ()	WORK ()	EXT	OTHER () <input type="checkbox"/> CELL <input type="checkbox"/> FAX
10. BIRTHDATE (MM/DD/YYYY)	11. SOCIAL SECURITY NUMBER	12. DRIVER'S LICENSE	
	- -	NUMBER:	STATE: EXPIRES:

Instructions: Indicate your response by using an "X" on the line next to "Yes" or "No".

- | | |
|---|--------------------|
| 1. Are you currently on any type of probation or parole? | Yes _____ No _____ |
| 2. Do you have any outstanding failure to appear? | Yes _____ No _____ |
| 3. Have you ever been convicted of a sex offense? | Yes _____ No _____ |
| 4. Have you ever been convicted for a crime against children? | Yes _____ No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons? | Yes _____ No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes _____ No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping? | Yes _____ No _____ |
| 8. Do you have any felony conviction within the past three (3) years? | Yes _____ No _____ |

If you answered "Yes" to question number 8, please provide information below for each offense.

Conviction Date	Violation Code	Violation Title	Conviction Type/Court Disposition	Court Name	Sentence Imposed

ACKNOWLEDGEMENT

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damages which may arise from participating in, or as a result of, the background check to the fullest extent authorized by the laws of the state of California.

Do you understand this acknowledgement? Yes _____ No _____

Do you have any questions about this acknowledgement? Yes _____ No _____

Print Name

Signature

Date

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the Effective Date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the Effective Date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
 - 3. A purchase made through a State or Federal contract;
 - 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0, Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Overall compliance with Section 2.0 Exhibit A (Statement of Work - Specific Tasks)	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

Date

SOLE SOURCE CHECKLIST JUSTIFICATION

Background:

Probation intends to contract with Affirmative Athletics (AA) to provide a Sports Leagues Program to approximately 60 youth annually at Camp Rockey, Camp Paige, and Camp Afflerbaugh, collectively referred as the East Camps. The contract term will be for a one-year initial period for approximately \$400,000 with the option to extend for two (2) additional one (1) year periods, upon available funding. The contract also allows for an additional six-month extension for a total contract term of up to three (3) years and six (6) months.

Goal:

The goal of the program is to provide organized sports services which support and contribute to the reduction of recidivism in youth. Many youths have missed the opportunity to participate in organized sports which would have otherwise availed youth of support and guidance in traits such as goal setting, and self-discipline which can contribute to the reduction of recidivism. The services provided by AA support physical fitness in conjunction with rehabilitative programming social & emotional learning, and mentorship.

It Is In The Best Economic Interest of the County To Contract with AA (Sole Source Checklist):

AA has secured Care First Community Investment (CFCI) Grant funds which will be utilized to offset the total contract cost by fifty (50) percent from \$800,000 to \$400,000.

The Los Angeles County Justice, Care and Opportunities Department (JCOD) awarded \$175 million over three years in Care First Community Investment (CFCI) grants to 163 community-based organizations across Los Angeles County. The CFCI Care Grants were established by the Los Angeles County Board of Supervisors to support organizations dedicated to creating meaningful alternatives to incarceration and investing in community well-being. AA was selected as grant recipient and is required to provide services that include housing assistance, job training, youth development and restorative justice programs.

AA is uniquely qualified with a blend of experienced trainers and coaches, linkages to local high-profile athletic programs and athletes, and socially and culturally responsible support services such as weekly interactive journaling. AA's program will be provided within Probation's Residential Treatment Services Bureau.



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



GUILLERMO VIERA ROSA

Chief Probation Officer

November 27, 2024

To: Supervisor Linsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Guillermo Viera Rosa 
Chief Probation Officer

**SUBJECT: NOTIFICATION OF INTENT TO NEGOTIATE SOLE SOURCE
CONTRACT WITH AFFIRMATIVE ATHLETICS**

In accordance with your Board's motion on March 2, 1999 (revised August 4, 2015), I am informing you of our intent to negotiate a sole source contract with Affirmative Athletics (AA) to provide a Sports Leagues Program to approximately 60 participants annually. The contract term will be for a one-year initial period for approximately \$400,000 with the option to extend for two (2) additional one (1) year periods, upon available funding. AA has secured Care First Community Investment (CFCI) Grant funds which will be utilized to offset the total contract cost by fifty (50) percent from \$800,000 to \$400,000.

AA is uniquely qualified with a blend of experienced trainers and coaches, linkages to local high-profile athletic programs and athletes, and socially and culturally responsible support services such as weekly interactive journaling. AA's program will be provided within Probation's Residential Treatment Services Bureau.

Services will be provided in a sports "season" format that aligns with the length of a college semester. Coaches will act as mentors, fostering a sense of community within probation facilities. They will inspire competitiveness to help achieve team-based goals, reinforce skill-building in areas such as coping strategies and positive social interactions, and create connections to external support based on their own credible experiences.

Many youths have missed the opportunity to participate in organized sports which would have otherwise availed youth of support and guidance in traits such as goal setting, and self-discipline which can contribute to the reduction of recidivism. The services provided

Each Supervisor
November 27, 2024
Page 2 of 2

by AA support physical fitness in conjunction with rehabilitative programming social & emotional learning, and mentorship.

Pursuant to Board policy, the Department will proceed with sole source negotiations in four weeks, unless otherwise instructed by the Board. If you have any questions or require additional information, please contact Kimberly Epps, Chief Deputy at (562) 940-2513.

GVR:TH:JK

c: Fesia Davenport, Chief Executive Officer
Dawyn Harrison, County Counsel
Edward Yen, Executive Officer, Board of Supervisors
Justice Deputies