



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, October 2, 2019

TIME: 10:00 a.m.

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

SACHI A. HAMAI
Chief Executive Officer

AGENDA

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

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:
APPROVAL OF LAW ENFORCEMENT DISPATCHING AND
COMMUNICATIONS SERVICES AGREEMENT BY AND BETWEEN COUNTY
OF LOS ANGELES AND COMPTON COMMUNITY COLLEGE DISTRICT
Speaker(s): Matthew Squire, Larry Waldie and Robert Furman (Sheriff)
 - B. Board Letter:
REQUEST TO AUTHORIZED THE ACQUISITION OF ONE QUICK RESPONSE
ARMORED VEHICLE WITH INTEGRATED FIRE SUPPRESSION EQUIPMENT
Speaker(s): Jack Ewell and Brad Molner (Sheriff)
 - C. Board Letter:
APPROVAL OF SOLE SOURCE CONTRACT WITH COOPERATIVE
PERSONNEL SERVICES TO PROVIDE VALIDATED TESTING MATERIALS
FOR ENTRY LEVEL PROBATION OFFICER CLASSIFICATIONS
Speaker(s): Robert Smythe (Probation)
3. **PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:
JUSTICE ASSISTANCE GRANT 2017 PROGRAM BUDGET
Speaker(s): Brian Hoffman (CEO)
4. **PUBLIC COMMENT**
(2 minutes each speaker)

Wednesday, October 2, 2019

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Jolie Dansby of v. County of Los Angeles, et al.

United States District Court Case No. 2:18-CV-05866

Department: Sheriff

5. ADJOURNMENT

6. UPCOMING ITEM(S):

- A.** Board Letter:
LEASE AMENDMENT NO. 3 – PROBATION DEPARTMENT 4549 TELEGRAPH
ROAD, LOS ANGELES
Speaker(s): Mike Navarro (CEO)
- B.** Board Letter:
LEASE AMENDMENT – SHERIFF’S DEPARTMENT 12440 EAST IMPERIAL
HIGHWAY, NORWALK
Speaker(s): Mike Navarro (CEO)

October 15, 2019

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

Dear Supervisors:

**APPROVAL OF LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS
SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES
AND COMPTON COMMUNITY COLLEGE DISTRICT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Law Enforcement Dispatching and Communications Services Agreement (Agreement) with Compton Community College District (Compton Community College) for the provision of dispatching and communications services (Services) by the Department through June 30, 2024.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute an Agreement, substantially similar to the attached Agreement, with the Compton Community College for the provision of Services to the Compton College Police Department (Compton PD) for the period commencing upon execution by the Sheriff through June 30, 2024.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Agreement, with other public agencies requesting such Services for the period commencing upon execution by the Sheriff through June 30, 2024.

3. Delegate authority to the Sheriff, or his designee, to publish the annual billing rates and to execute supplemental agreements and amendments as set forth in Section 9.0 (Amendments) of the Agreement.
4. Delegate authority to the Sheriff, or his designee, to terminate the Agreements if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to provide Compton Community College and Compton College PD with Services commencing upon execution by the Sheriff through June 30, 2024. There is no current Agreement to provide these Services. The Compton College PD has recently reestablished itself as an independent police agency. The Compton College PD is currently without a Services Agreement with any other agency. Compton Community College and the Compton College PD desire a working relationship and contracted Services with the Department and the Compton Sheriff's Station, which is their local general-law policing agency. The approval of this Agreement will permit the Department to provide Services to the Compton Community College and Compton College PD.

The Services encompass duties and functions within the jurisdiction of, and customarily rendered by, the Department under the County Charter and the statutes of the State of California. The Services typically involve the provision of emergency phone call (9-1-1) receiving, dispatching of calls for service, Department radio and data system communications use, Sheriff's Station dispatching support, and the Department's Sheriff's Communication Center (SCC) radio support to the Compton Community College and the Compton College PD.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There is no fiscal impact to the Department. The Compton Community College shall pay the Department for Services in accordance with the appropriate and prevailing billing rates as determined by the Auditor-Controller each fiscal year. Compton Community College is aware the billing rates are revised at the beginning of every fiscal year as determined by the Auditor-Controller. The billing rates are developed by the

Auditor-Controller, pursuant to the requirements, policies, and procedures adopted by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is authorized by Section 56 $\frac{3}{4}$ of the County Charter. The Agreement allows for the provision of Services by the Department commencing upon execution by the Sheriff through June 30, 2024. The Agreement may be terminated by either party with 60 calendar days advance written notice. The Agreement provides for the mutual indemnification of the parties.

The Sheriff seeks delegated authority to execute Agreements substantially similar to the attached Agreement, with other public agencies requesting such Services for the period commencing upon execution by the Sheriff through June 30, 2024.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is an anticipated minimal workload increase to current law enforcement services at the Department's Compton Sheriff's Station dispatch desk (less than 0.4%) and the SCC (less than 0.1%).

CONCLUSION

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

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:CCS:cs
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Dennis M. Kneer, Chief of Staff
Mark A. Glatt, Chief, Technology and Support Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Eliezer Vera, Chief, Central Patrol Division
Glen C. Joe, Assistant Division Director, ASD
Judy A. Anderson, Captain, Communications and Fleet Management Bureau
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Robert F. Furman, Lieutenant, Communications and Fleet Management Bureau
Marshall R. Yelverton, Lieutenant, Communications and Fleet Management Bureau
Matthew K. Squire, Lieutenant, CLEB
Larry A. Waldie, Lieutenant, Compton Station
Vanessa C. Chow, Sergeant, ASD
Clinton C. Skaggs, Sergeant, CLEB
Adam R. Wright, Deputy, ASD
Ramona Zamora, Administrative Services Manager II, CLEB
(Contract Law – Law Enforcement Dispatching and Communications Services-Compton Community College 10-15-19)

**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
COMPTON COMMUNITY COLLEGE DISTRICT**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS.....		2
1.0 SCOPE OF SERVICES.....		2
2.0 ADMINISTRATION OF PERSONNEL.....		3
3.0 DEPLOYMENT OF PERSONNEL AND EQUIPMENT.....		4
4.0 INDEMNIFICATION.....		4
5.0 TERM OF AGREEMENT.....		5
6.0 RIGHT OF TERMINATION.....		5
7.0 BILLING RATES.....		5
8.0 PAYMENT PROCEDURES.....		6
9.0 AMENDMENTS.....		6
10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....		7
11.0 AUTHORIZATION WARRANTY.....		7
12.0 GOVERNING LAW, JURISDICTION, AND VENUE		7
13.0 NOTICES.....		7
14.0 VALIDITY.....		8
15.0 WAIVER.....		8
16.0 ENTIRE AGREEMENT.....		9
SIGNATURES.....		10

ATTACHMENT A – STATEMENT OF WORK

**ATTACHMENT B – DISPATCHING AND COMMUNICATIONS SERVICES RATES, EQUIPMENT
USE RATES, AND SERVICE LEVEL AUTHORIZATION**

**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
COMPTON COMMUNITY COLLEGE DISTRICT**

This Law Enforcement Dispatching and Communications Services Agreement ("Agreement") is entered into this _____ day of _____, 2019, by and between the County of Los Angeles ("County") and the Compton Community College District ("Public Entity.")

RECITALS

- (a) Whereas, the Public Entity is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such law enforcement services within the County on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by Section 56-3/4 of the Charter of the County of Los Angeles; and
- (d) Whereas, the County is agreeable to rendering such law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees to provide law enforcement dispatching and communications services to the Public Entity to the extent and in the manner set forth in this Agreement, including Attachment A (Statement of Work) which is attached hereto and incorporated herein by this reference.
- 1.2 Except as otherwise set forth herein, the County shall furnish and supply, as available, all labor, supervision, personnel, equipment, communications facilities, and supplies necessary to provide the law enforcement dispatching and

communications services required under this Agreement. Notwithstanding the foregoing, the Public Entity may provide additional resources for the County to utilize in the performance of the supplemental law enforcement services.

- 1.3 If applicable, the Public Entity hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for law enforcement services herein the right to transmit and broadcast communications to the Public Entity's police department's units via the primary dispatch frequency and/or any other law enforcement frequency for which the Public Entity is licensed by FCC.
- 1.4 Except as otherwise specifically set forth in this Agreement, law enforcement dispatching and communications services shall encompass duties and functions within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Public Entity shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the Public Entity
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 With regard to Paragraphs 2.1 and 2.2 above, in the event of an unresolved dispute over the minimum level of performance of services, the County shall have final and conclusive determination as between the parties hereto.
- 2.4 All Public Entity employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Public Entity and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Public Entity employees shall become employees of the County.

- 2.5 The Public Entity shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Public Entity. Except as herein otherwise specified, the Public Entity shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her performance of services under this Agreement.
- 2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL AND EQUIPMENT

- 3.1 Services performed and equipment provided hereunder shall be as set forth on Attachment A (Statement of Work) of this Agreement and Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement. To the extent that the terms of any Attachment to this base document may conflict with the base document, the terms of this base document shall prevail.
- 3.2 For any changes in the work requirements set forth in Attachment A (Statement of Work) of this Agreement and/or the service levels set forth in Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement, a revised Attachment A (Statement of Work) of this Agreement and/or a revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement shall be signed and authorized by the Public Entity and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

4.0 INDEMNIFICATION

- 4.1 The Public Entity 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

- 4.2 The County shall indemnify, defend, and hold harmless the Public Entity, its employees, agents and volunteers (“Public Entity 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Public Entity Indemnitees.

5.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the Sheriff and shall terminate June 30, 2024, unless sooner extended or terminated in whole or in part as provided for herein.

6.0 RIGHT OF TERMINATION

- 6.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 6.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff’s duties as required by law.
- 6.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

7.0 BILLING RATES

- 7.1 The Public Entity shall pay the County for the services and equipment provided under this Agreement at the billing rates set forth on Attachment B (Dispatching

and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement as established by the County Auditor-Controller.

- 7.2 The billing rates set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service and equipment in accordance with the policies and procedures for determination of such rates, as adopted by the County Board of Supervisors.
- 7.3 The Public Entity shall be billed at the current fiscal year's billing rates based on the service level and equipment provided within the parameters of Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement.

8.0 PAYMENT PROCEDURES

- 8.1 The County, through the Sheriff's Department, shall render to the Public Entity, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the Public Entity shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 8.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Public Entity shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 8.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from last day of the month in which the services were performed, or in the event of disputed amounts, calculated from the date the resolution is memorialized.

9.0 AMENDMENTS

- 9.1 Except for changes pursuant to Paragraph 7.2 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and the Public Entity.
- 9.2 Notwithstanding Paragraph 9.1 above, the Sheriff or his designee is hereby authorized to execute on behalf of the County any supplemental agreements and/or Amendments referenced in Sections 3.0 and 8.0 of this Agreement.
- 9.3 In accordance with Paragraph 7.2 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement. The revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) shall serve as an Amendment to this Agreement.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

11.0 AUTHORIZATION WARRANTY

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

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and

consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement 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 at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Bureau Captain
211 W. Temple Street, 7th Floor
Los Angeles, California 90012

Notices to the Public Entity shall be addressed as follows:

Compton Community College District
Attn: Chief of Police
1111 E. Artesia Boulevard
Compton, California 90221-5393

14.0 VALIDITY

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

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, including Attachment A (Statement of Work) and Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement.

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DRAFT

**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
COMPTON COMMUNITY COLLEGE DISTRICT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Alex Villanuava, Sheriff

Date _____

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By _____

Deputy County Counsel

COMPTON COMMUNITY COLLEGE
DISTRICT

By _____

Date _____

APPROVED AS TO FORM:

By _____
Attorney

Date _____

APPROVED AS TO CONTENT:

By _____
Raymond Box, Chief of Police

Date _____

ATTACHMENT A

STATEMENT OF WORK

LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES

1.0 SCOPE OF WORK

- 1.1 The County, through the Sheriff's Department ("Sheriff's Department"), will provide Compton Community College District and the Compton College Police Department ("CCPD") with access to the Sheriff's Department's radio system for purposes of field radio communications. Access to the Sheriff's Department's radio system includes a designated primary and tactical general use radio channel, radio room dispatchers, and the Sheriff's Department's Computer Aided Dispatch ("CAD"). There will not be a radio room dispatcher dedicated solely to CCPD. In addition, the radio channels allocated to CCPD shall be available to and used by other units. Unless otherwise determined, and as routinely necessary, CCPD will be assigned to the same primary and tactical general use radio channels as those assigned to the Sheriff's Department's Compton Patrol Station.
- 1.2 The Sheriff's Department shall provide CCPD access to the Sheriff's Department's data network for the purpose of using Mobile Digital Computers ("MDCs") and CAD for the dispatching of calls for service, logging of activity by CCPD, and routine and necessary access to law enforcement information systems.
- 1.3 The Sheriff's Department shall provide 911 emergency phone call receiving for 911 calls originating from, or for, the Compton Community College campus. Emergency and non-emergency calls for service originating from 911 phone calls will be created and dispatched by the Sheriff's Department to CCPD via CAD and/or radio. The Sheriff's Department will do the same for calls for service received from business phone lines, text messaging, in person, or other means of communication to the Sheriff's Department for CCPD and the Compton College campus. Unless otherwise determined, and as routinely necessary, receiving of these requests for service for CCPD will be received at the Sheriff's Department's Compton Patrol Station and/or the Sheriff's Department's Communication Center ("SCC").
- 1.4 The Sheriff's Department shall provide the required personnel at Sheriff's Department facilities to perform the duties described in Paragraphs 1.1, 1.2, and 1.3 above. These personnel will not perform these duties at CCPD or the Compton Community College campus, other than as routinely necessary as determined by the Sheriff's Department.

2.0 OPERATING PROCEDURES-SHERIFF'S DEPARTMENT

- 2.1 The Sheriff's Department shall provide a full-time, 24/7 Countywide Dispatch Channel including 24/7 communications support for use by CCPD equivalent to that provided to Sheriff's Department Patrol Stations.
- 2.2 The Sheriff's Department shall provide a Countywide L-Tac Channel for use by CCPD.
- 2.3 The Sheriff's Department shall provide access to the Sheriff's Department's radio room dispatchers. The Sheriff's Department radio room dispatchers shall provide voice dispatching and support in the same manner as provided to Sheriff's Department patrol stations.
- 2.4 During normal operating conditions, the Sheriff's Department shall assign CCPD to the same Dispatch Channel and Countywide L-Tac Channel as that of the Sheriff's Department's Compton Patrol Station.
- 2.5 In the event of an emergency, i.e. vehicle/foot pursuit, officer involved shooting, or officer involved in fight, the Sheriff's Department shall provide a radio room dispatcher, supervisor, and watch commander to monitor and provide communications support to CCPD personnel.
- 2.6 The Sheriff's Department shall allow CCPD to reserve mutual aid channels and other tactical channels when available and provide CCPD with the written procedures and protocols for reserving these channels.
- 2.7 The Sheriff's Department shall provide CCPD with access to the Countywide emergency trigger channel.
- 2.8 The Sheriff's Department shall provide CCPD with field unit call identifiers consistent with the Sheriff's Department numeration structure. Unless otherwise determined, CCPD will be assigned unique identifiers under the Sheriff's Department's Compton Patrol Station's identifier group.
- 2.9 The training for CCPD personnel to access Sheriff's Department communications systems (radio and CAD) will be provided by Sheriff's Department personnel at the prevailing overtime rates.

3.0 OPERATING PROCEDURES-COMPTON COLLEGE POLICE DEPARTMENT

- 3.1 CCPD shall adhere to Sheriff's Department radio policies and procedures at all times.
- 3.2 CCPD shall use the Sheriff's Department radio codes for radio communications as a matter of routine. Sheriff's Department radio codes and statistical clearance codes shall be used for all MDC/CAD use. These codes are established in the Statistical Code Guide and Radio Code Book (SH-R-316).

- 3.3 In the event of a County-wide radio failure, the Sheriff's Department's Compton Patrol Station will assume dispatch responsibility for CCPD personnel, as directed by the Sheriff's Department. Established SCC fallback procedures shall be followed.
- 3.4 CCPD shall designate a watch commander, or officer in charge ("OIC"), 24/7. The CCPD watch commander or OIC shall be the incident commander for CCPD, and the Sheriff's Department radio room personnel shall provide communications support.
- 3.5 Per Sheriff's Department policy and procedures, during a CCPD vehicle or foot pursuit, the CCPD watch commander or OIC shall immediately establish communications with the Sheriff's Department's radio room watch commander via the CCPD/Sheriff's Department telephone line connection or via the radio channel. The CCPD watch commander or OIC shall be in command of the incident, and the Sheriff's Department radio room watch commander shall provide communications support as directed by the CCPD watch commander or OIC.
- 3.6 CCPD hand held radios shall be equipped with the emergency button feature. When depressed, this button shall transmit a signal to SCC and display the CCPD Automatic Identification ("AID"). It shall be the responsibility of CCPD to supply a list of AID assignments to the Sheriff's Department. It shall be the responsibility of the CCPD officer requesting assistance to provide the correct information to the Sheriff's Department radio room dispatcher on the following:

Assistance

Location addresses or cross streets
Nature of incident
Number of units requested
Agency(s) requested

Fire Equipment / Paramedics / Ambulance

Location addresses or cross streets
Nature of the request
Age of victim
Nature of injuries
Is victim breathing?

- 3.7 Requests for assistance shall be deemed emergent and broadcasted immediately. The use of plain language is encouraged. Sheriff's Department radio room dispatchers will use a controlled response and will relay pertinent information to

the appropriate law enforcement agency in the event of an emergency or call for assistance.

- 3.8 CCPD shall provide the Sheriff's Department with a CCPD personnel roster which will contain the radio identifier and contact numbers for each CCPD personnel assigned a hand held radio. This will enable Sheriff's Department radio room dispatchers an additional avenue to make contact with an officer in the field (e.g. an emergency trigger activation wherein the officer does not respond to the radio). The roster shall be maintained and updated at least quarterly by CCPD.
- 3.9 Prior to using Sheriff's Department communications systems, CCPD is responsible for logging on all active CCPD field units through MDCs or a CAD terminal. CCPD is also responsible for logging off all active field units at the conclusion of the field units' shifts.
- 3.10 CCPD field units shall be responsible for clearing unit logs on an MDC or at a CAD terminal if they create entries that require additional information for clearance other than a status entry.

4.0 PUBLIC SAFETY EQUIPMENT USE

- 4.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization), of this Agreement ("Equipment") for the exclusive use of CCPD during the term of the Agreement.
- 4.2 CCPD may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under CCPD's jurisdiction.
- 4.3 CCPD shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 4.4 The Equipment shall not be used or operated as follows:
 - 4.4.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 4.4.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.
- 4.5 CCPD shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 4.6 CCPD shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to the

Sheriff's Department for the performance of its regularly scheduled maintenance by the Sheriff's Department, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.

- 4.7 The Sheriff's Department shall retain ownership of the Equipment used by CCPD during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the Sheriff's Department. The Equipment shall not be transferred or delivered by CCPD to any persons other than the Sheriff's Department without the Sheriff's Department's prior written consent.
- 4.8 CCPD agrees to indemnify, defend, and hold harmless the Sheriff's Department from any and all liability, losses, or damages the Sheriff's Department may suffer and from any claims, demands, costs, or judgments against the Sheriff's Department arising out of CCPD's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.9 CCPD shall assume all risk of loss to the Equipment from the time it is delivered by the Sheriff's Department to CCPD, and inspected and accepted by CCPD, until (1) the Equipment is returned to the Sheriff's Department upon expiration or termination of the Agreement, or (2) the Sheriff's Department regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 4.10 Upon inspection/acceptance of the Equipment, CCPD shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.11 In the event of damage to the Equipment or the Equipment is in need of repair, CCPD shall notify the Sheriff's Department to that effect and follow such instructions that may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Sheriff's Department agreement as to such condition), CCPD shall properly notify the Sheriff's Department thereof and hold any Equipment for disposal by the Sheriff's Department. With respect to any loss, theft, or destruction of the Equipment, the Sheriff's Department and CCPD shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. CCPD shall reimburse the Sheriff's Department for the value of the lost, stolen, or destroyed Equipment.

5.0 EQUIPMENT MAINTENANCE AND TESTING

- 5.1 The Sheriff's Department shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for CCPD's payment of the annual billing rates set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of the Agreement. CCPD has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the Sheriff's Department.
- 5.2 Maintenance and repairs provided by the Sheriff's Department under the Agreement may be performed by the Sheriff's Department, its third party vendors, and/or the manufacturer of the Equipment.
- 5.3 The Sheriff's Department shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by CCPD.
- 5.4 CCPD shall inspect the Equipment upon initial delivery and return from the Sheriff's Department following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 5.5 The Equipment shall be maintained and repaired solely by the Sheriff's Department. CCPD and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 5.6 All regularly scheduled maintenance shall be performed by the Sheriff's Department, and CCPD shall timely present the Equipment to the Sheriff's Department for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 5.7 Any Equipment requiring maintenance and repair by the Sheriff's Department for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the Sheriff's Department, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the CCPD's use of any temporary replacement Equipment provided by the Sheriff's Department. The Sheriff's Department shall not be responsible for any damages or liability resulting from the CCPD's loss of use of the Equipment during the performance of maintenance and repair services by the Sheriff's Department.
- 5.8 The Sheriff's Department shall have the right to inspect the Equipment, immediately upon request by the Sheriff's Department, at any time during the term of the Agreement. CCPD shall provide the Sheriff's Department with such operating, and other information, or copies of any such records maintained by

CCPD with respect to the Equipment, as the Sheriff's Department or any government agency may require from time to time.

- 5.9 The Sheriff's Department will conduct periodic scheduled and unscheduled tests on Sheriff's Department furnished Equipment and communications systems.

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DRAFT

**ATTACHMENT B**

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
DISPATCHING AND COMMUNICATIONS SERVICES RATES,
EQUIPMENT USE RATES, AND SERVICE LEVEL AUTHORIZATION**

PUBLIC ENTITY:COMPTON COMMUNITY COLLEGE DISTRICT**FISCAL YEAR:**2019-2020**SHERIFF'S STATION SERVICE RATE**

DISPATCHING SHERIFF'S STATION	ANNUAL RATE ¹
Compton	\$ 9,557.86

SHERIFF'S COMMUNICATION CENTER SERVICE RATE

# RADIOS DEPLOYED	ANNUAL RATE	TOTAL COST
0	\$ 1,466.28	\$ -

EQUIPMENT USE RATE

#	EQUIPMENT TYPE ²	ANNUAL RATE	TOTAL COST
	MDC New Purchase, Data & Maintenance	\$ 8,425.00	\$ -
	MDC Data & Maintenance Only	\$ 1,685.00	\$ -

TOTAL SERVICE AND EQUIPMENT COST \$ 9,557.86

LASD Approval by:

UNIT COMMANDER NAMESIGNATUREDATE

Public Entity Approval By:

"I certify that I am authorized to make this commitment on behalf of the Public Entity."NAME / TITLESIGNATUREDATE

Prepared by CLEB Sergeant: _____

¹ Annual Sheriff's Station Service Rate determined through analysis of 911 calls and workload. Rate subject to change annually by Auditor-Controller based on this data.

² Addition of new MDC includes procurement, data, maintenance, and 5 yr. warranty. Data and Maintenance applies to subsequent years of deployment. Rates subject to change annually by Auditor-Controller.

October 1, 2019

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE ACQUISITION OF ONE QUICK RESPONSE
ARMORED VEHICLE WITH INTEGRATED FIRE SUPPRESSION EQUIPMENT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting approval to authorize the acquisition of one quick response armored vehicle with integrated fire suppression equipment (QRAV). The QRAV costs approximately \$400,000. This purchase exceeds the \$250,000 capital asset threshold established by the board and requires your approval to move forward with the acquisition process.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Internal Services Department, in its capacity as the County's Purchasing Agent, to proceed with the solicitation and acquisition of QRAV, not to exceed a total of \$400,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to purchase one QRAV.

Worldwide there has been a recent trend in the use of fire as a weapon and/or diversionary tactic. The Department's Special Enforcement Bureau (SEB) was recently involved in an incident in the city of San Gabriel, which was broadcast live on news

media around the world. Over the course of the incident, the effectiveness of using fire as a weapon was demonstrated. In that incident, the suspect intentionally started a residential fire then used the fire and smoke to prevent approach and mask his movement over the course of the incident which spanned several hours. The suspect was also firing at law enforcement as he started additional fires which endangered neighboring residential structures. SEB personnel were able to have a limited impact on the spread of the fire by using fire hoses while partially protected as the suspect continued to fire as fire suppression efforts were occurring.

Procurement of an armored vehicle which has the ability to deploy water or fire retardant chemicals from a best possible position of safety from gunfire would have a tremendous impact on the safety of our personnel while also enhancing the safety of the public.

Implementation of Strategic Plan Goals

The recommendations are consistent with the County's Strategic Plan, Goal 5 - Public Safety by providing us with greater capabilities to ensure the safety of the public.

FISCAL IMPACT/FINANCING

The total estimated cost of a QRAV is approximately \$400,000. The purchase will be funded by the use of Homeland Security - Urban Areas Security Initiative (UASI) 2018 grant funding. There is no impact on net County funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Law enforcement is tasked with the primary mission of protecting lives and property. The challenges faced by law enforcement in accomplishing these duties have evolved dramatically with the evolution of fire being used as a weapon aimed at the public and first responders. A QRAV will give the Department the ability to lessen the impact in a scenario where fire is used as a weapon, endangering the lives of the public and first responders.

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed assets (now referred to as capital assets) acquisitions requiring County departments to obtain Board approval to purchase or finance equipment with a unit cost of \$250,000, or greater, prior to submitting their requisitions to ISD.

ENVIRONMENTAL DOCUMENTATION

The acquisition of a QRAV is exempt from the California Environmental Quality Act as it 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 Environmental Quality Act guidelines.

CONTRACTING PROCESS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The QRAV will greatly enhance the Department's ability to protect lives, the environment, and property in a safe, efficient and cost effective manner.

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter to the Special Operations Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:BAM:bam
(Special Operations Division)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Scott Minnix, Director, Internal Services Department (ISD)
Gerald R. Plummer, Division Manager, ISD
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Dennis M. Kneer, Chief of Staff
James J. Hellmold, Chief, Special Operations Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Jack W. Ewell, Commander, Special Operations Division
Glen C. Joe, Assistant Division Director, ASD
Joseph J. Williams, Captain, Special Enforcement Bureau
Bradd A. Molner, Lieutenant, Special Enforcement Bureau
Vanessa C. Chow, Sergeant, ASD
Adam R. Wright, Deputy, ASD
(Special Operations Div – Quick Response Armored Vehicle 10-01-19)



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SPECIAL ENFORCEMENT BUREAU FLEET VEHICLE SPECIFICATION SHEET

VEHICLE TYPE	FULL SIZE, , 4-WHEEL DRIVE, SUV
BUDGET PERIOD	FY 19/20
REQUISITION NO.	
QUOTATION NO.	
SPEC'S PREPARED BY / TELEPHONE NO.	
END USER, (DEPT. UNIT) / REPRESENTATIVE	Fleet Management Unit
APPROVED BY (FLEET MANAGER)	
VENDOR NAME	
VENDOR ADDRESS	
VENDOR PHONE #	
VENDOR REPRESENTATIVE	

SPECIAL INSTRUCTIONS

The successful vendor must allow the same prices to any additional participating agency that requests it, through the requested model year. Bid prices must be guaranteed for the 2016 model year or newer.

The successful vendor after the bid is awarded must send a confirmation number/notice to the Los Angeles County Sheriff's Department representative(s): Deputy Ryan Flores (r2flores@lasd.org) (323)-496-5015 and cc: Rochelle Kidd - (R1Kidd@lasd.org)/Stephen Adebanjo (saadeban@lasd.org)

SPECIAL INSTRUCTIONS (Continued)

Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under "Bidder's Exceptions." Any "equivalent" substitution of specified items or parts, must be with the prior approval of the Sheriff's Fleet Manager.

Due to the unique design of CBRNE response vehicles, the following specifications are the minimum requirements for a vehicle to be considered for purchase by the Los Angeles County Sheriff's Department.

Bidder must have at least 5 years of experience building CBRNE hardened Rescue Vehicle with Improvised Explosive Device protection. (Documentation must be submitted with bid)

Bidder must have \$2 Million Commercial General Liability Insurance with a \$9 Million Umbrella Policy; Coverage total \$11 Million. (documentation must be submitted with bid)

Armored Vehicle Aberdeen Performance Tested or Equal, Minimum 36.8-degree side slope (with documentation)

Wheelbase: Maximum length of 131 inches, Minimum Length 126 inches

Brake Testing from U.S. Aberdeen Test Center or Equal (with documentation)

- Paved surface Requirements
 1. 20 mph stopping distance maximum 27.5 feet
 2. 40 mph stopping distance maximum 97.5 feet
 3. 60 mph stopping distance maximum 230.5 feet
- Secondary road requirements
 1. 20 mph stopping distance maximum 27.5 feet
 2. 30 mph stopping distance maximum 51.5 feet
 3. 35 mph stopping distance maximum 83.5 feet

Bidder must provide at least 5 valid references with bid (documentation must be submitted with bid)

Maximum length wheel base is 131"

Minimum length wheel base is 126"

Competition limited to agencies with DoD secure facilities. County will verify through cage code.

SPECIAL INSTRUCTIONS (Continued)

Please contact LA County Sheriff's Department Special Enforcement Bureau representative for body, lighting and special equipment configuration.

**Contact Person: Deputy Ryan Flores
Phone Number: (323) 496-5015**

WARRANTY

1. Warranty to be standard manufacturer's warranty as supplied with all vehicles sold by manufacturer.
2. Warranty work will be performed at a dealership in the area in which the vehicle is assigned.
3. WARRANTY PERIOD WILL START ON THE DAY THAT THE VEHICLE IS PUT INTO SERVICE BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, NOT THE DATE OF VEHICLE DELIVERY. DELAYED WARRANTY START NOT TO BE LESS THAN EIGHTEEN MONTHS.
4. All vehicle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of vehicle manufacturer must be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the vehicle is put into service by Sheriff's Department.
5. Minimum 3 year bumper to bumper limited warranty on chassis.
6. Minimum 3 year manufactures parts warranty.

EMISSION STANDARDS

1. Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.
2. Vehicle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.

GENERAL SPECIFICATIONS AND STANDARDS

1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.
2. The body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.
3. All standard equipment is to be included on the vehicle as listed in the current model year brochure.
4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder's proposal, and must be approved by the Los Angeles County Sheriff's Department Fleet Manager.
5. All deviation(s) or component change(s) after the bid has been awarded must first be proceeded by notification to the Sheriff's Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff's Department's Fleet Manager or his/her designated representative.
6. Ten (10) electronic copies of the *Maintenance Service Manual* and Ten (10) electronic copies of the electrical wiring diagram manuals must be furnished by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, two (2) copies of all *Technical Bulletins* pertaining to selected vehicle shall be provided in a timely manner.
7. Failure to submit this information is sufficient cause for rejection of bid.
8. Dealer shall furnish Dealer's Bill of Sale in the name of:
Los Angeles County Sheriff's Department
1277 North Eastern Avenue
Los Angeles, California 90063.
9. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Fleet Manager.
10. Dealer to furnish invoice at time of delivery for each vehicle received.
11. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the vehicle and/or any related components.

DELIVERY

1. The vehicles delivered to the Los Angeles County Sheriff's Department by the successful bidder will be identical in every detail.
2. Vehicles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.
3. Dealer preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.
4. Vehicles, upon delivery, will be ready for service.
5. Vehicles will be delivered with all non-installed and/or to be attached after delivery, components in the trunk of each respective vehicle.
6. Vehicles will either be delivered with all "non-installed and/or to be attached after delivery", components in the trunk of each respective vehicle, or prior to the vehicle(s) being delivered, components may be "drop-shipped directly to the Sheriff's Fleet unit at:
1104 N. Eastern Ave, Door # 50
Los Angeles, CA 90063
7. If any components are "drop-shipped", the packing slip(s) and/or shipping ticket(s) **must** have the corresponding "LA County ISD purchase order number" as related to the vehicle(s) being purchased, legibly printed on it/them. Shipments not so marked **will be refused**.
8. **Before** any payment for the vehicle(s) is made, "documentation proof" that any and all, components have been paid for in full by the winning bidder, **must** be submitted to the Sheriff's Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).

LIQUIDATED DAMAGES

All time limits stated in the Purchase Order are critical and mandatory. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the Los Angeles County Sheriff's Department that:

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the Sheriff's Department, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the Sheriff's Department and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the Sheriff's Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the Sheriff's Department reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

BIDDER INSTRUCTIONS

Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under a bidder's Exceptions. Any equivalent substitution of specified items or parts, must be with the prior approval of the Sheriff's Fleet Manager.

CHASSIS		BIDDERS EXCEPTIONS
[]	<u>Layout</u>	
	Body on frame.	
	Four-wheel drive	
	G.V.W.R. not less than 19,000 lb. (minimum)	
	Front Axle Weight- 6000 lb. (minimum,)	
[]	Rear Axle Weight- 13000 lb. (minimum,)	
[]	<u>Wheel base</u>	
	126 inches minimum. 131 inches maximum	
[]	<u>Suspension</u>	
	Suspension system capable to support the vehicle and payload within the rated G.V.W.R.	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

CHASSIS (Continued)		BIDDERS EXCEPTIONS
[]	<u>Steering</u>	
	Power steering should be engineered as to provide maximum road feel and handling.	
	Heavy duty trailer handling	
	Class III tow hitch with 7 pin wiring harness.	
	<u>Brakes</u>	
[]	Power disc brakes- four wheel ABS	
	Parking brake	
[]	<ul style="list-style-type: none"> No air brakes. 	
[]	<u>Tires and Wheels</u>	
	Run flat tires – set of four (4)	
	12R x 20 Tires/ 2 Piece Wheel	
	Spare tire with run-flat, not mounted	
	Jack/ tools/ lug wrench.	
	<u>BUMPERS</u>	
	Front: Constructed of metal, attached to vehicle frame, bumper must be strong enough to push a disabled vehicle without bending.	
	Electric Front power winch	
	Rear: The rear bumper must be equipped with a trailer hitch (removable receiver type). Hitch rated must be 6,000 lbs. capacity or better.	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

DRIVE TRAIN		BIDDERS EXCEPTIONS
[]	<u>Engine</u> Fuel injected, liquid cooled, Diesel. V 8 engine, Diesel with high performance fuel injection and horsepower boosting options. 330 horsepower minimum on Diesel. 750 ft. lb. torque minimum on Diesel	
[]	<u>Cooling System</u> <u>Heavy- duty cooling system</u> Radiator and electric fans must be heavy-duty of sufficient capacity Factory installed external engine and transmission oil coolers required. * Recovery system must be factory-installed type. Dealer-installed after-market systems <i>will not be acceptable.</i> <u>Transmission</u> Heavy duty five (6) speed automatic transmission With torqueShift <u>Fuel Tank</u> A minimum of 40 gallon capacity armored fuel tank, filling point, locking fuel cap or door.	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

BODY		BIDDERS EXCEPTIONS
	<u>Exterior</u> <input type="checkbox"/> Four Doors. (2 per Side) <input type="checkbox"/> Rear door must be able to lock open at 90 degrees <input type="checkbox"/> Emergency Exit Door-lock Override <input type="checkbox"/> Two (2) front recovery hooks. <input type="checkbox"/> Brush/Debris Protection over Headlight Area/does not have to be ballistic protection <input type="checkbox"/> Black door handles. <input type="checkbox"/> Exterior color to be lusterless black. <u>Interior</u> <input type="checkbox"/> Two front row seats with heavy duty fabric, rear bench seat <input type="checkbox"/> Front and rear heavy duty floor mats <input type="checkbox"/> Adjustable tilt steering <input type="checkbox"/> Driver's and passenger's front air bags. <input type="checkbox"/> Custom made console <input type="checkbox"/> Cup holders front and rear <input type="checkbox"/> Tie down/tie off points in the interior <input type="checkbox"/> Gauge cluster (speedometer, tachometer, volt, oil pressure, water temperature, fuel, clock, digital trip odometer and driver's information center). <u>Color</u> <input type="checkbox"/> Vehicle paint must be lusterless black with bedrock lower panels	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

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BODY (Continued)		BIDDERS EXCEPTIONS
	<u>Seats</u> <input type="checkbox"/> 2 Front seats – .HD Fabric with Driver Side Arm Rests, rear bench seat cushions with HD Fabric <input type="checkbox"/> Insulated headliner. <input type="checkbox"/> Carpeted floor covering throughout	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

<input type="checkbox"/>	<p>Interior color to be black or dark gray</p> <p><u>Functions</u></p> <p><input type="checkbox"/> Steering wheel mounted cruise control.</p> <p><input type="checkbox"/> Multiple speed electric windshield wipers with intermittent feature.</p> <p><input type="checkbox"/> Power adjustable, heated manual folding side view mirrors.</p> <p><input type="checkbox"/> Minimum of (2) 12-volt DC cigarette type power outlets: (1) in front seat area, (1) in rear crew area.</p> <p><input type="checkbox"/> Fog lamps.</p> <p><input type="checkbox"/> AM/FM Radio with 2 speakers</p>	
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ELECTRICAL		BIDDERS EXCEPTIONS
	<p><u>Electrical and Ignition System</u></p> <p><input type="checkbox"/> 12 volt, negative ground, , maintenance free battery. Minimum of 2 batteries</p> <p><input type="checkbox"/> External Battery cable hook up to allow quick start or charging</p> <p><input type="checkbox"/> Electronic direct ignition system.</p> <p><input type="checkbox"/> Alternator: 2 - 357 amp. Alternator kit.</p> <p><input type="checkbox"/></p>	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

	AC DC 2,000 Watt Power Inverter with Battery Charge Feature	
<input type="checkbox"/> Driver area AC/Heating system <input type="checkbox"/> Intercom system, inside to outside <input type="checkbox"/> Exterior light kill system for rear stealth <input type="checkbox"/> Two rear electric fans <input type="checkbox"/> Back-up camera system with monitor. <input type="checkbox"/> Turn signals, front/rear. <input type="checkbox"/> Heavy duty LED headlights		
FIRE RESPONSE PACKAGER		BIDDERS EXCEPTIONS
<input type="checkbox"/> Fully enclosed skid unit w/ 300 gallon tank <input type="checkbox"/> 12 gallon foam integration <input type="checkbox"/> In-cab controlled Water Monitor w/ integrated camera <input type="checkbox"/> The fire pump must be capable of a maximum pressure of 75 GPM @ 135 psi <input type="checkbox"/> The fire pump must be capable of a maximum flow of 150 GPM @ 90 psi The pump engine shall have a keyed start/stop that can be installed in the cab to enable operator in cab to operate pump engine <input type="checkbox"/> The foam system shall have a start/stop switch installed in the cab to enable the operator in cab to operate the foam system <input type="checkbox"/> There shall be a visual level gauge on both the water tank and foam tank		

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

[]	The skid unit will include a work light with an on/off switch located at the rear of the skid unit	
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HULL EXTERIOR		BIDDERS EXCEPTIONS
[]	50 Caliber Defeat Capability, Exceeds NIJ IV \\Defeats 10 Rounds .50 cal (with 3rd party test lab verification document)	
[]	.5 inch thick Mil Spec Steel Vertical Panels (A46100)	
[]	One Piece Side Walls	
[]	All Windows Exceed NIJ IV, Defeat .50 Caliber and .30 Caliber AP	
[]	Windows 2.5 inches thick (66mm) Maximum Thickness; Must provide ballistic test lab evidence to defeat (1) 20 mm FSP Artillery Round	
[]	2 Piece front Windshield minimum	
[]	All Doors, All Windows Overlapped with .5 inch thick Mil Spec Steel	
[]	Blast Resistant Floor Material, Mil Spec Steel .25 inch minimum	
[]	Fully Armored Hood	
[]	Traditional Opening Hood	
[]	Roof Hatch Opens and closes with One Hand; must be counter balanced (Must include video demonstration)	
[]	(5) Total Gun ports (3) minimum must be 7" Vertical for Sighted Fire	

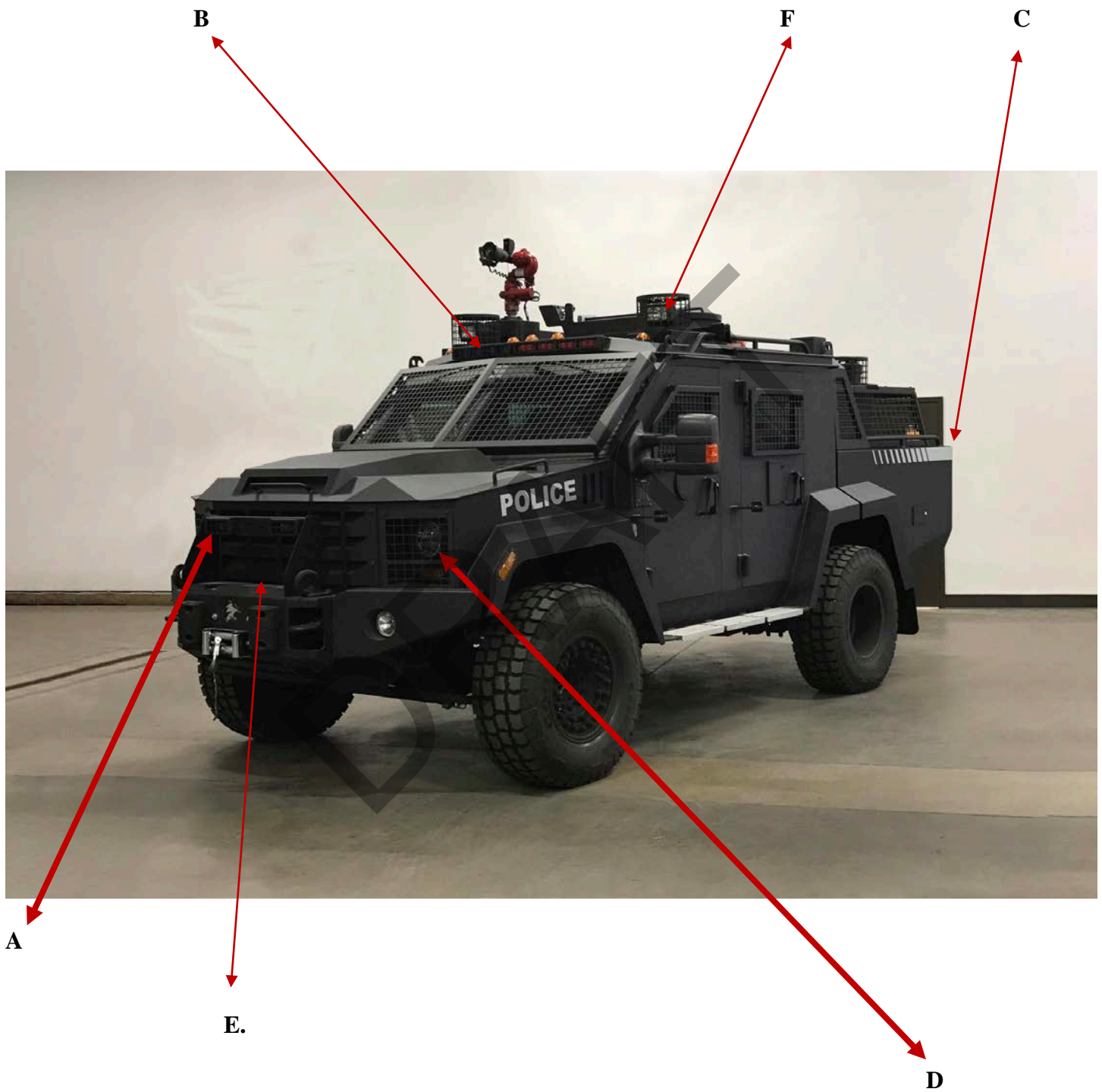
**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

[]	Floor and Fuel Tank minimum .25 inch mil spec steel	
[]	Extra Wide Running Boards, Side and Rear, made of Mil Spec Steel (2 crash test photos of commercial vehicle after ramming into running boards is mandatory)	
[]	Side Running Boards Weight Capacity 3,000lbs individually (documentation supporting weight capacity mandatory)	
[]	Exterior grab handles on top sides	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

EMERGENCY LIGHTING	BIDDERS EXCEPTIONS
<div data-bbox="99 415 963 485">[] A. (1) Forward Facing Blue and (1) Forward Facing Red LED's (integrated into bumper)</div> <div data-bbox="99 527 963 596">[] B. (4) Forward Facing Blue and (4) Forward Facing Red LED's (visor)</div> <div data-bbox="99 604 581 640">[] C. Rear Facing Red LED's</div> <div data-bbox="99 678 623 720">[] D. Wig Wag Headlights Front</div> <div data-bbox="99 779 581 821">[] E. 200 Watt Siren with PA</div> <div data-bbox="99 861 971 896">[] F. Lighting. (2) Roof mounted remote control spot lights.</div> <div data-bbox="99 934 889 974">[] Communications package with (4) radio prep packages.</div> <div data-bbox="172 1115 711 1150"><u>PERFORMANCE REQUIREMENTS:</u></div> <div data-bbox="99 1190 872 1232">[] SPEED – Must maintain highway posted speed limits.</div> <div data-bbox="99 1264 992 1333">[] Heat evaluation – vehicle must idle for 3 hours without overheating.</div>	

**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**



**FULL SIZE, 4-DOOR, 4-WHEEL DRIVE, SUV
ARMORED FIRE RESPONSE VEHICLE**

DELIVERY:

Los Angeles County Sheriff's Department
Fleet Management Unit
1104 N. Eastern Avenue, Door #50
Los Angeles, CA 90063
(323) 267-3016

SPECIAL INSTRUCTIONS:

Upon delivery no dealer decals or license plate identifiers.

Alternate delivery location within 25 miles of address listed above may be required.

Staggered delivery of vehicles may be required.

Dealer shall notify Sheriff's Department Fleet Unit a minimum of 24 hours prior to delivery. **Deliveries will not be accepted after 2:00 pm.**

At time of delivery, all vehicles MUST meet all specifications as written, NO EXCEPTIONS.

Dealer shall furnish one Manufacturers Statement of Origin assigned as follows:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
1277 N. EASTERN AVENUE
LOS ANGELES, CA 90063



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



TERRI L. McDONALD
Chief Probation Officer

October 15, 2019

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

Dear Supervisors:

APPROVAL OF A SOLE SOURCE CONTRACT WITH COOPERATIVE PERSONNEL SERVICES TO PROVIDE VALIDATED TESTING MATERIALS FOR ENTRY LEVEL PROBATION OFFICER CLASSIFICATIONS

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval of a sole source contract with Cooperative Personnel Services (CPS) to provide validated testing materials for entry level probation officer classifications for the Probation Department (Probation).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached sole source contract (Attachment I) with CPS for an estimated initial contract amount of \$60,000, to commence upon Board approval until June 30, 2020.
2. Delegate authority to the Chief Probation Officer or her designee to prepare and execute new contracts with CPS on a fiscal-year (FY) basis from 2020-21 through 2026-27, at an estimated FY amount of \$60,000, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the contract for any decrease or increase not to exceed ten percent (10%) of the contract rates and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer or her designee to approve necessary changes to scope of service, non-material, technical, and administrative changes, and to terminate, in whole or in part, the contract with CPS.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended actions is to obtain approval of a sole source contract with CPS to provide validated testing materials for entry level probation officer classifications.

CPS is the sole provider for test materials and test scoring of tests developed by the Standards and Training for Corrections (STC) Division of the California Board of State and Community Corrections (BSCC), including validated examination materials for entry level Adult Corrections Officer, Juvenile Correctional Officer, and Probation Officer classifications utilized by the Probation Department in the applicant testing process. CPS provides test materials and the scoring of test for Probation Officer classifications utilized by Probation.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan, Goal III: Realize Tomorrow's Government Today: Specifically, it will address Strategy III.1: Continually Pursue Development of Our Workforce.

FINANCIAL IMPACT/FINANCING:

Funding is included in Probation's FY 2019-20 Board Adopted Budget and will be requested in future fiscal years' budget as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The term of this Contract shall commence upon Board approval until June 30, 2020. Probation is requesting authority to the Chief Probation Officer to prepare and execute new contracts with CPS on a FY basis from 2020-21 through 2026-27, upon approval as to form by County Counsel. A new contract is required for each FY, in lieu of a contract extension, to ensure that contracting compliance between CPS and BSCC is completed prior to the execution of the contract between Probation and CPS.

There is no departmental employee relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The Contract includes changes to certain County standard terms and provisions. Specifically, the County's automobile liability was not required and mutual indemnification was included. The remainder of the Contract includes Board-mandated provisions

including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for employment openings and compliance with Jury Service Ordinance, Safely Surrendered Baby law and the Child Support Program.

The Contract (Attachment I) has been reviewed and approved as to form by County Counsel. The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term.

The Sole Source Checklist (Attachment II) has been approved by CEO.

CONTRACTING PROCESS:

In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, Probation advised the Board on July 30, 2019, of its intent to enter into a Sole Source contract with CPS (Attachment III).

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will allow Probation to continue its efforts in hiring entry level deputy probation officers, utilizing validated test materials developed by the California State Board of State and Community Corrections for entry level Adult Corrections Officer, Juvenile Correctional Officer, and Probation Officer classifications.

Additionally, approval of this sole source contract will enable continued partnership between Probation and the California State Board of State and Community Corrections, for approval and maintenance of ongoing staff training and resources.

Respectfully submitted,

TERRI McDONALD
Chief Probation Officer

TH:DS:yt

Enclosures

c: Executive Officer
Chief Executive Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**COOPERATIVE PERSONNEL SERVICES
DBA CPS HR CONSULTING**

TO PROVIDE

VALIDATED EXAMINATION MATERIALS

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1.0 APPLICABLE DOCUMENTS.....		1
2.0 DEFINITIONS.....		2
3.0 WORK.....		3
4.0 TERM OF CONTRACT		3
5.0 CONTRACT SUM		4
6.0 ADMINISTRATION OF CONTRACT - COUNTY		6
6.1	County's Contract Manager	6
6.2	County's Program Manager	6
6.3	County's Contract Monitor	7
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR.....		7
7.1	Contractor's Project Manager	7
7.2	Approval of Contractor's Staff	7
7.3	Intentionally Omitted	7
7.4	Background and Security Investigations	7
7.5	Confidentiality	8
8.0 STANDARD TERMS AND CONDITIONS.....		9
8.1	Amendments.....	9
8.2	Assignment and Delegation/Mergers or Acquisitions.....	9
8.3	Authorization Warranty	10
8.4	Budget Reductions	10
8.5	Complaints.....	11
8.6	Compliance with Applicable Law	11
8.7	Compliance with Civil Rights Laws	12
8.8	Compliance with the County's Jury Service Program	12
8.9	Conflict of Interest.....	13
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List.....	14
8.11	Consideration of Hiring Gain-Grow Participants	14
8.12	Contractor Responsibility and Debarment	15

CONTRACT PROVISIONS TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	17
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	17
8.15	County's Quality Assurance Plan.....	18
8.16	Intentionally Omitted	18
8.17	Employment Eligibility Verification	18
8.18	Facsimile Representations.....	18
8.19	Fair Labor Standards	19
8.20	Force Majeure.....	19
8.21	Governing Law, Jurisdiction, and Venue.....	19
8.22	Independent Contractor Status	20
8.23	Indemnification.....	20
8.24	General Provisions for all Insurance Coverage.....	21
8.25	Insurance Coverage	25
8.26	Liquidated Damages	26
8.27	Most Favored Public Entity	27
8.28	Nondiscrimination and Affirmative Action	27
8.29	Non Exclusivity	28
8.30	Notice of Delays.....	28
8.31	Notice of Disputes.....	29
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	29
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	29
8.34	Notices.....	29
8.35	Prohibition Against Inducement or Persuasion	29
8.36	Public Records Act	30
8.37	Publicity	30
8.38	Record Retention and Inspection-Audit Settlement	31
8.39	Recycled Bond Paper	32
8.40	Subcontracting.....	32

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	33
8.42	Termination for Convenience.....	33
8.43	Termination for Default	34
8.44	Termination for Improper Consideration	35
8.45	Termination for Insolvency.....	36
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	36
8.47	Termination for Non-Appropriation of Funds.....	36
8.48	Validity	37
8.49	Waiver.....	37
8.50	Warranty Against Contingent Fees	37
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	37
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	38
8.53	Time off for Voting	38
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking.....	38
8.55	Intentionally Omitted.....	38
8.56	Compliance with Fair Chance Employment Practices.....	38
8.57	Compliance with the County Policy of Equity.....	39
9.0	UNIQUE TERMS AND CONDITIONS.....	39
9.1	Intentionally Omitted	39
9.2	Intentionally Omitted	39
9.3	Intentionally Omitted	39
9.4	Intentionally Omitted	39
9.5	Intentionally Omitted	39
9.6	Intentionally Omitted	39
9.7	Intentionally Omitted	39
9.8	Intentionally Omitted	39
9.9	Intentionally Omitted	39
9.10	Intentionally Omitted	39

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
9.11	Data Encryption	40
SIGNATURES	41

STANDARD EXHIBITS

A	STATEMENT OF WORK (SOW)
B	PRICING SCHEDULE
C	INTENTIONALLY OMITTED
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER
G1	CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
G2	INTENTIONALLY OMITTED
G3	INTENTIONALLY OMITTED
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	INTENTIONALLY OMITTED
P	BACKGROUND REQUEST FORMS
Q	INTENTIONALLY OMITTED
R	DEFAULTED PROPERTY TAX REDUCTION PROGRAM/FORM
S	CONTRACT DISCREPANCY REPORT
T	INTENTIONALLY OMITTED
U	INTENTIONALLY OMITTED
V	ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION.
W	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES CERTIFICATION

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING
TO PROVIDE
VALIDATED EXAMINATION MATERIALS

This Contract ("Contract") made and entered into this ____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and Cooperative Personnel Services dba CPS HR Consulting, hereinafter referred to as "Contractor". Cooperative Personnel Services dba CPS HR Consulting is located at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the Contractor to provide validated examination materials;

WHEREAS, the County through its Probation Officer, is authorized to contract under California Governmental Code section 31000; and

WHEREAS, the Contractor is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, G1, H, I, P, R, S, V and W 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 (SOW)
- 1.2 EXHIBIT B - Pricing Schedule
- 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 G - Employee's Acknowledgment of Employer
- EXHIBIT G1 - Contractor Acknowledgment and Confidentiality Agreement
- EXHIBIT G2 - Intentionally Omitted
- EXHIBIT G3 - Intentionally Omitted
- 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 - Intentionally Omitted
- 1.16 EXHIBIT P - Background Request Forms
- 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 - Intentionally Omitted
- 1.21 EXHIBIT U - Intentionally Omitted
- 1.22 EXHIBIT V - Zero Tolerance Policy on Human Trafficking Certification
- 1.23 EXHIBIT W - Compliance with Fair Chance Employment Hiring Practices Certification

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

2.0 DEFINITIONS

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

- 2.1 **Contract:** This agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including in Exhibit A (Statement of Work).
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

- 2.4 County's Contract Manager:** Person designated by the County with authority for County on contractual or administrative matters relating to this Contract.
- 2.5 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.
- 2.6 County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

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 Exhibit A (Statement of Work).
- 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 upon Board approval and continue until June 30, 2020, unless terminated or extended, in whole or in part, as provided in this Contract.
- 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 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 such databases 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 The Contract fee under the terms of this Contract shall be the total monetary amount payable by County to be Contractor on a fee-for-service for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Schedule). The total sum, inclusive of all applicable taxes, is estimated at **\$60,000** for the initial term of the contract. Notwithstanding said limitations of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.
- 5.2 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.
- 5.3 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Probation Department 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 the 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 (Pricing Schedule), 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 invoices shall be billed in accordance with Exhibit B (Pricing Schedule).
- 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:

**Departmental Human Resources Manager
County of Los Angeles Probation Department
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.

5.6 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

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.

6.1 County's Contract Manager

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

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

6.2 County's Program Manager

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

- meeting with the Contractor's Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event

shall 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.

6.3 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's Project Director

7.1.1 The CONTRACTOR Project Director shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with County Program Manager on a regular basis. The Contractor Project Director for this Contract shall be **Kinsey Mitchell**.

7.1.2 The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Director.

7.2 Approval of Contractor's Staff

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.

7.3 Intentionally Omitted

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be removed immediately from performing services under the Contract. The Contractor shall comply with the County's request at any time during the term of the Contract. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

- 7.4.2 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.3 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 (Background and Security Investigations) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 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, the County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 (Confidentiality) shall be conducted by 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 County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from 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.

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

7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

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 4.0 (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 its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this 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 delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against 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

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

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

8.7 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 Services 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 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 subparagraph, "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) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph 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 subparagraph 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 subparagraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the Los Angeles County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of 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 www.babysafela.org.

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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 Intentionally Omitted

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent

(non-facsimile) transmission of “original” versions of such documents with original signatures.

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 Sub-Contractors), 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 subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor 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 Sub-Contractor, 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 Sub-Contractor 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 “Sub-Contractor” and “Sub-Contractors” mean Sub-Contractors 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 subparagraph 7.5 - 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.

The County shall indemnify, defend and hold harmless Contractor, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result

from the negligent or intentional acts or omissions of the County, its trustees, officers, agents or employees.

8.24 General Provisions for all Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to 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.
- 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 Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Ingrid Martinez, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Ingrid.Martinez@probation.lacounty.gov
Fax #: (562) 940-2878

- 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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, 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.

8.24.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or 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.

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against 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.

8.24.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions

herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

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

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

- 8.25.3 **Intentionally Omitted**

- 8.25.4 **Technology Errors & Omissions** insurance coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or

software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits not less than \$10 million. Additional descriptions should be added if the services provided fall outside the above description.

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, 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 a County source or separate private contractors, 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's cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Subparagraph 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 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 Sub-Contractors, 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 the County of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to

delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Program 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 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 Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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 subparagraph 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:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County'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 subparagraph 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 subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the

payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the 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 Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors 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 Sub-Contractors employees. After approval of the subcontract

by the County, 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 Sub-Contractors 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 Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee may perform any work hereunder. The Contractor shall ensure delivery of all such documents to:

Ingrid Martinez, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Ingrid.Martinez@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 subparagraph 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 subparagraph 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:

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 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: or

- The Contractor has materially breached this Contract; or
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) 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 Subparagraph.

8.43.3 Except with respect to defaults of any Sub-contractor, 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 Sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, 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 Sub-contractor 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 "Sub-contractor(s)" means Sub-contractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this 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:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 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 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 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

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 County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which 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 Sub-Contractor 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 Sub-Contractors 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 contractors from engaging in human trafficking.

If the 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. 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 Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Data Encryption

The Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

9.11.1 Stored Data

The Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.11.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.11.3 Certification

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, the Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 9.11 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

COOPERATIVE PERSONNEL SERVICES
DBA CPS HR CONSULTING

By _____
Name

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

STATEMENT OF WORK

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Cooperative Personnel Services dba CPS HR Consulting for the Board of State and Community Corrections (Contractor) shall provide validated testing materials for Juvenile Correction Officer and Probation Officer classifications for the County of Los Angeles Probation Department (Probation).

The Contractor shall provide validated test materials, score tests materials and submit score reports to Probation, the specific tasks listed in Section 2.0 below.

2.0 SPECIFIC TASKS

2.1 CONTRACTOR RESPONSIBILITIES

- 2.1.1 The Contractor shall not have access to any personal confidential or sensitive information of examination participants , except that information which is required by Contractor to perform services hereunder. All personal confidential or sensitive information will be kept secure by Contractor as required by this Contract..
- 2.1.2 Probation will order test materials at least 10 calendar days in advance from date of testing. Contractor will ship test materials via FedEx for arrival 2 to 3 days prior to examination date.
- 2.1.3 The Contractor will provide Probation the requested amount of booklets, instructions, answer sheets and other such material for the administration of the testing scheduled by Probation.
- 2.1.4 The Contractor will process the scoring within three (3) business days of receipt of materials. Score results shall be sent via email in PDF format unless requested in Excel format by Probation within 7 business days of receipt of materials.
- 2.1.5 The Contractor shall allow Probation HR Management to review keyed copy of the Board of State Community Correction (BSCC) Examinations at Contractor's office located at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834.
- 2.1.6 The Contractor shall re-score and verify answer sheets as requested by Probation.
- 2.1.7 The Contractor shall comply with BSCC security policies and procedures in safeguarding the confidentiality of the test material including answer sheets should Probation become involved in legal proceedings by a court or other body vested with legal authority.

3.0 CONTRACTOR REPORTING REQUIREMENTS

- 3.1. Contractor shall contact County's Program Manager if CPS Testing account is delayed or defaulted for more than 45 business days.

4.0 PROBATION RESPONSIBILITY

- 4.1 Probation will schedule examination administrations and request examination materials from Contractor a month in advance and/or not less than 10 business days from the date of examination to allow Contractor time for scheduling, preparation and shipping.
- 4.2 Probation will use BSCC examination materials solely for Juvenile Correction Officer and Probation Officer classifications for the Probation.
- 4.3 Probation will use test materials on a monthly basis, when necessary and in accordance to the test schedule submitted by Probation to Contractor.
- 4.4 Probation will follow and adhere to Contractor's Examination Charges and Cancelled or Postponed Charges per Exhibit B (Pricing Schedule).
- 4.5 Probation will perform all parts of the examination process which have not specifically been requested of and agreed to by Contractor under the selection guidelines of the Equal Employment Opportunity Commission and the Fair Employment Act. Probation is responsible for the results of the applicant selection process and shall demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by State of California and Federal fair employment laws.
- 4.6 Probation will provide Contractor a list of designees/signers authorized to have access to test materials five (5) business days prior to the start of the Contract. The designees/signers will be solely authorized to obtain testing information.

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PRICING SCHEDULE

EXTENDED USE COSTS

*\$275.00 BASE FEE

AND

*\$6.19 Per Book ORDERED

AND

**\$2.16 Per Candidate SCORED for scoring and score report

ADDITIONAL SERVICES AVAILABLE

ANSWER SHEET VERIFICATION	\$35.00 per Candidate
---------------------------	-----------------------

SCORING CONVERTED TO EXCEL FILE	\$40.00
---------------------------------	---------

*Base Fee and per book Ordered fee will be charged to agency when materials are shipped to the agency.

**Per candidate Scored fee and additional services fees will be charged to agency each month.

***Fees are subject to change upon approval by County and Contractor.

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.**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: Victoria Brown
Title: Administrative Services Manager III
Address: 9150 East Imperial Highway
Downey, CA 90242
Telephone: 562-940-3195
Facsimile: 562-940-2459
E-Mail Address: Victoria.Brown@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Ingrid Martinez
Title: Contract Analyst
Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
Telephone: 562-940-2878
Facsimile: 562-658-2307
E-Mail Address: Ingrid.Martinez@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Craig Norris
Title: Manager
Address: 7639 South Painter Avenue
Whittier, CA 90602
Telephone: 562-907-3133
Facsimile: 562-464-2831
E-Mail Address: Craig.Norris@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO: _____

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: _____

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.

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's Staff's performance of work under the above-referenced contract.

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBITS G2 THROUGH G3

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees 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.

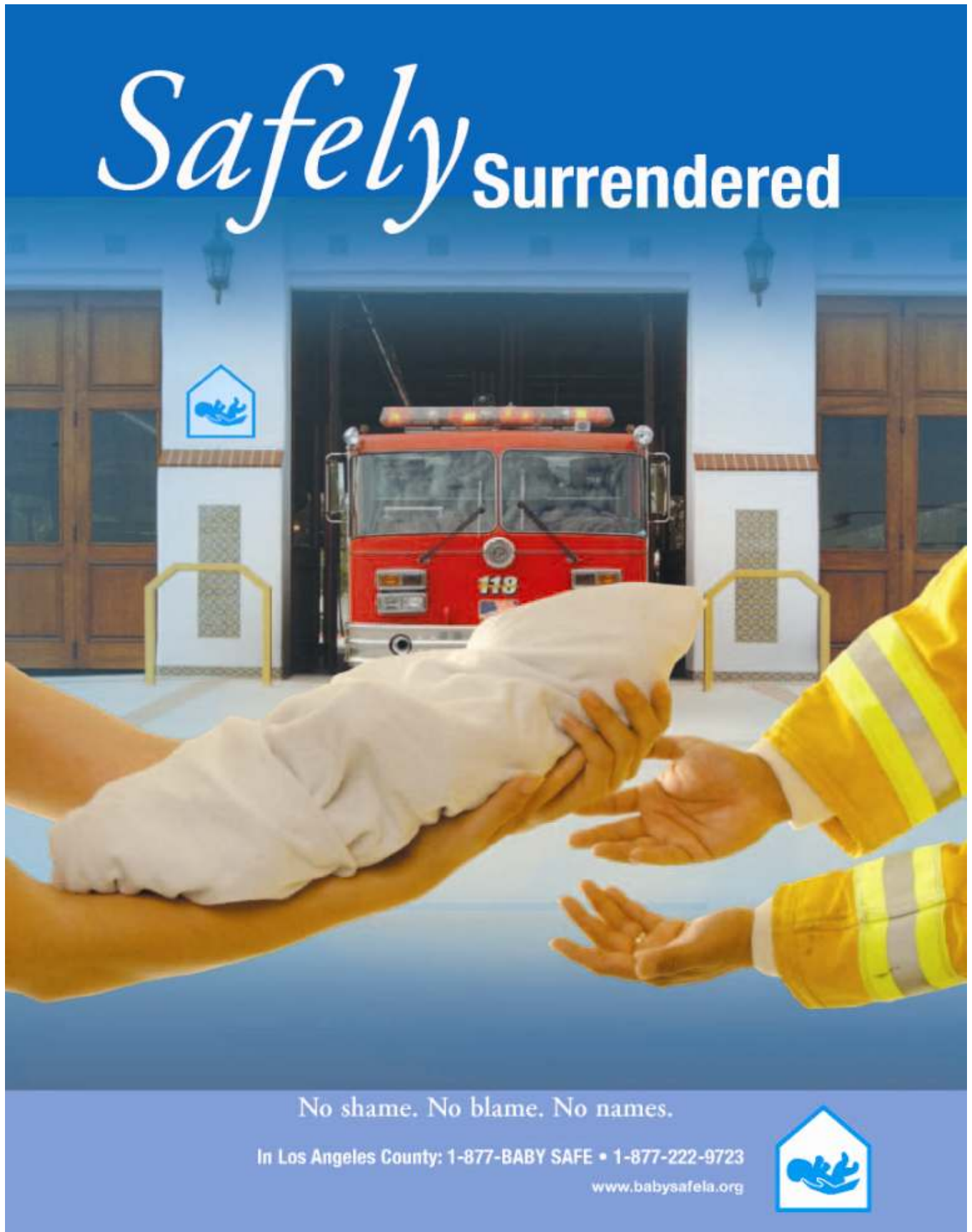
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.


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

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



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.

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

www.babysafela.org

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.



EXHIBITS J THROUGH O

INTENTIONALLY OMITTED



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU

9150 East Imperial Highway
Downey, CA 90242

BACKGROUND REQUEST FORM

Email Form to: Edith.Ruvalcaba@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 – 4:30 PM

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

Please have applicant arrive 15 min. prior to scheduled appointment.

LIVE SCAN SCHEDULE:

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 you will complete the application in black ink.
2. Please bring valid photo identification. (Example: CA Driver's License, CA Identification Card).



**LOS ANGELES COUNTY PROBATION DEPARTMENT
INTERNAL AFFAIRS BUREAU
BACKGROUND INVESTIGATIONS UNIT**

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

Page 1 of 4

- 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

Page 2 of 4

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

Page 3 of 4

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

Page 4 of 4

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: _____

**CONTRACT DISCREPANCY REPORT
CONTRACT DISCREPANCY REPORT****TO:** _____**FROM:** _____**DATES:** **Prepared:** _____ **Returned by Contractor:** _____ **Action Completed:** _____**DISCREPANCY PROBLEMS:** __________

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** __________

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** __________

Signature of County Representative_____
Date**COUNTY ACTIONS:** __________
_____**CONTRACTOR NOTIFIED OF ACTION:**_____
County Representative's Signature_____
Date_____
Contractor Representative's Signature_____
Date

EXHIBITS T THROUGH U

INTENTIONALLY OMITTED

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits the Contractors found to have engaged in human trafficking from receiving Contract awards or performing services under a County Contract.

The Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that the Proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
x	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. 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>
x	➤ Compliance with applicable statutory and/or regulatory provisions. Board of State and Community Corrections Standards for Training and Corrections Program Regulations (Title 15, Section 100-358).
x	➤ Compliance with State and/or federal programmatic requirements. Board of State and Community Corrections Standards for Training and Corrections Program Regulations (Title 15, Article 8 Monitoring of Program Administration and Evaluation). NOTE: Authority cited: Sections 6035, 6036, Penal Code. Reference: Section 6036 and 6044, Penal Code
	➤ Services provided by other public or County-related entities.
x	➤ Services are needed to address an emergent or related time-sensitive need. Cooperative Personnel Services (CPS) provides our Department with validated examination materials to be used solely for approved entry level Adult Corrections Officer, Juvenile Correctional Officer, and Probation Officer classifications. These items include written examination test booklets, answer sheets, and test instructions. They provide services that include the scoring of answer sheets and a detailed report of the outcome of the results to our Department. CPS is a third-party vendor in partnership with The Board of State and Community Corrections (BSCC). These services are needed to assist in filling critical sworn officer positions to meet departmental and operational mandates.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ 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 to replace an existing system or infrastructure, administrative cost 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.

 Chief Executive Office

 Date



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



TERRI L. McDONALD
Chief Probation Officer

July 30, 2019

TO: Each Supervisor

FROM: Terri L. McDonald,
Chief Probation Officer

**SUBJECT: NOTIFICATION OF INTENT TO NEGOTIATE SOLE SOURCE
CONTRACT WITH COOPERATIVE PERSONNEL SERVICES HUMAN
RESOURCES**

In accordance with the Board of Supervisors' (Board) motion of March 2, 1999 (revised August 4, 2015), I am informing you of our intent to enter into a sole source service contract for approximately \$60,000 annually. The proposed contract will be with Cooperative Personnel Services Human Resources Consulting (CPS HR) to provide Board of State and Community Corrections (BSCC) test materials and scoring for entry level probation officer classifications.

Established in 1985 as a self-supporting public agency, CPS HR Consulting is currently the sole State approved vendor that provides test materials and scoring of tests developed by the Standards and Training for Corrections (STC) Division of the BSCC.

Following Board approval, CPS HR will provide services until June 30, 2020, with the option to execute new contracts on a fiscal year basis from 2020-21 through 2026-27. Consistent with the Board's August 4, 2015 motion, we will proceed with negotiating the sole source contract with CPS HR within four (4) weeks, unless otherwise instructed by your Board.

Please contact Robert Smythe at (562) 940-2516 if you have any questions regarding this proposed contract.

TLM:th

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



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

October 15, 2019

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

Dear Supervisors:

APPROVE THE 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM BUDGET FOR THE COUNTY OF LOS ANGELES ALL DISTRICTS - (3 VOTES)

SUBJECT

Approve the 2017 Edward Byrne Memorial Justice Assistance Grant program budget in the amount of \$879,171.15 for the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the 2017 Edward Byrne Memorial Justice Assistance Grant program budget in the amount of \$879,171.15 to continue crime control and prevention programs in the County of Los Angeles (Attachment I).
2. Authorize the Chief Executive Office to execute, on behalf of the County of Los Angeles, any contracts or actions necessary to amend, create, or extend any programs necessary to achieve the goals of the Justice Assistance Grant programs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Los Angeles (City) and County of Los Angeles (County) agreed to allocate \$879,171.15 to the County for the 2017 Justice Assistance Grant (JAG). This amount reflects 50 percent of the \$1,953,647 total award (\$976,823.50), less 10 percent (\$97,682.35) for administrative costs incurred by the City.

Implementation of Strategic Plan Goals

The recommended actions support Countywide Strategic Plan Strategy I.3: Reform Service Delivery Within Our Justice Systems, by providing rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism, and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The JAG 2017 subaward period of performance is October 1, 2016 to June 30, 2020, thus funding programs for County Fiscal Years 2016-17, 2017-18, 2018-19, and 2019-20. JAG does not require a net County cost match.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

JAG was established by the 109th Congress in 2005 to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created by merging the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program.

As your Board is aware, the United States Department of Justice (DOJ) had imposed certain immigration-related conditions on recipients of JAG 2017 funds. However, pending federal lawsuits have blocked enforcement of these conditions in various states, including California. As a result, neither the City, nor the County, is required to comply with the immigration-related conditions, unless the courts order otherwise.

All JAG funded programs must submit yearly Performance Metrics reports and quarterly financial reports to the Chief Executive Office for processing and eventual reporting to the DOJ. Financial reports require detailed itemized listings of expenditures.

The JAG 2017 Catalog of Federal Domestic Assistance (CFDA) number is 16.738.

Honorable Board of Supervisors
October 15, 2019
Page 3

The Memorandum of Understanding (MOU) between the County and the City jointly accepts funds from the United States DOJ, Bureau of Justice Assistance for JAG 2017. The MOU was approved by your Board on May 14, 2019 and fully-executed on June 7, 2019 by the City of Los Angeles. The MOU is required under grant guidelines.

IMPACT ON CURRENT SERVICES

No impact on current services.

CONCLUSION

Approval of the recommended actions will enable the continued funding of programs that reduce crime and increase public safety in our communities.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:MM:SW
RCP:BH:cc

Attachment

c: Executive Office, Board of Supervisors
 County Counsel
 Sheriff
 Alternate Public Defender
 Auditor-Controller
 Health Agency
 Public Defender
 Public Health

**2017 Justice Assistance Grant Budget Narrative
County of Los Angeles
Crime Reduction and Public Safety Improvement Initiative**

The County of Los Angeles has participated in the Bureau of Justice Assistance (BJA) funded specialized crime reduction and public safety improvement programs since 1996, through the former Local Law Enforcement Block Grant (LLEBG) program. The County plans to continue a similar path under the Edward Byrne Memorial Justice Assistance Grant (JAG) by preserving the programs previously funded under the LLEBG program.

Goals and Objectives:

The overall goal of the County's Crime Reduction and Public Safety Improvement Initiative is to reduce crime and improve public safety. Personal and community safety is recognized as being one of our most basic needs. The County has been working in a cooperative effort with various justice and law enforcement agencies to target street gangs with the use of search warrants, arrests, and the seizure of firearms and weapons. It is most important for perpetrators of violent gang crimes to be identified, arrested, prosecuted, and convicted in accordance with the law. This is done to protect the public from crime that can ruin the local economy, and have a negative impact on the quality of life for all persons.

Public safety is enhanced when offenders are held accountable and redirected from delinquent and criminal behavior. Strategies to positively impact the behavior of probationers and at-risk youth through early intervention, prevention and suppression programs are a key element of Los Angeles County's Crime Reduction and Public Safety Improvement Initiative. The County program will continue increase law enforcement presence in the community particularly during large, high profile community events; facilitate Sheriff services to heighten and promote public safety on and off school campuses; promote ongoing collaboration between the County Sheriff's Department and other law enforcement agencies to prevent and reduce criminal behavior through case management, supervision, and monitoring; and enhance the adjudication process of cases involving violent offenders through the use of in-house experts. The County will also continue a Trauma Preventive Initiative to reduce trauma visits and deaths throughout the County by reducing high rates of violence. Additionally, the County will be enhancing its program by adding contractors upon approval from the Department of Justice to assist with crime prevention and the education of at-risk youth.

Law Enforcement Programs:**Sheriff - Patrol Services Overtime**

Funding will be provided to enhance unincorporated services in Supervisorial District 5 Sheriff area stations including: Altadena, Santa Clarita, Palmdale, Lancaster, Crescenta Valley, Temple and La Crescenta. Additionally, funding will provide for increased law enforcement presence countywide particularly during large, high profile community events and activities with large participant turnout as well as holidays.

Prosecution and Court Programs:**Public Defender - Alternative Sentencing Program/Paralegal Services**

The Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving violent offenders by utilizing paralegals to assist attorneys in securing information for preparation of the penalty phase in capital cases and alternative sentencing reports in cases where there is significant mitigating information to support alternative sentencing. This program presents the Court with a range of sentencing options which offer punishment, control, and accountability, frequently at less cost than jail or prison. This program can reduce unnecessary jail and prison use with a potential for a positive impact upon the management of overcrowded jail facilities.

Alternate Public Defender - Alternative Sentencing Program/Social Worker Services

The Alternate Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving mentally ill clients by providing in-house Psychiatric Social Workers that are knowledgeable in mental health and substance use that can make an assessment as to what program, if any, would be suitable for the client.

Prevention and Education Programs:**Department of Public Health - Trauma Prevention Initiative**

The Department of Public Health (DPH) will enhance existing work with community-based organizations (CBOs) to advance the following goals: decrease the number of visits to trauma centers for violence-related injuries, increase access to health and social services to those at risk for violence, and increase capacity of peer specialists.

DPH shall achieve these goals by providing additional resources to contracts with Street Outreach CBOs to increase crisis intervention and case management activities, and by developing a peer learning and support network to address secondary trauma among community intervention workers and other community partners.

Sheriff - School Resource Deputy – Crescenta Valley Station

This program provides various prevention services targeting at-risk youth on a countywide basis. Funds are made available to support eligible programs of community interest and benefit aimed to reduce crime and improve public safety. Los Angeles County assigns staff from law enforcement departments and/or contracts with community-based organizations to provide various prevention services targeting youth at-risk for gang membership.

Sheriff - Youth Activities League

The Youth Activities League (YAL) provides supervised recreational and educational activities and reaches economically and socially disadvantaged boys and girls from the age of 8 to 18. The YAL strengthens the relationship between Sheriff's deputies and volunteers as they work together for the benefit of at-risk youth.

* Soledad Enrichment Action (Contractor)

Soledad Enrichment Action (SEA) is a non-profit organization, founded in 1972 by mothers in East Los Angeles who had lost their sons to gang violence. From these humble beginnings, SEA has since grown to become the leading provider of services to high-risk individuals, families, and gang-affected communities within Southern California. SEA combines individually-tailored high school educational services with a diverse array of wrap-around and support services.

* Toberman Neighborhood Center (Contractor) - Gang Reduction and Community Engagement Project

The Gang Reduction and Community Engagement Project (GRACE) Project is a collaborative effort between Toberman Neighborhood Center and the Los Angeles County Commission on Human Relations to bring intervention efforts to the Harbor Gateway community. The GRACE Project is working to reduce inter-ethnic tension that leads to violence; reduce gang violence and prevent retaliation violence; expand older teen and young adult resources at local parks and community service agencies; increase public safety; expand prevention and positive youth development resources, and coordinate county services with the Department of Children and Family Services, Department of Public Social Services, Department of Mental Health for elevated risk youth and families.

* Boys and Girls Club of the Los Angeles Harbor (Contractor) – College and Career Bound Project

The College Bound program provides daily and year-round college pathway support to the most vulnerable and least college-represented youth from the Greater Los Angeles Area. Higher education is a true pathway to ending the cycle of poverty faced by many young adults in the communities of San Pedro, Wilmington and Harbor City/Harbor Gateway. By first assuring high school graduation (681 of 689 seniors last year graduated on time: 99%); and college attendance

(650 of our 681 graduates attended college this fall: 95%), College Bound participants receive the same mentoring, college coaching, academic support and numerous resources too often only experienced by their more affluent peers. Now in its 17th year, College Bound has graduated 98% of its senior high school participants on time over the past four years and over 2,000 College Bound members have gone to college over the same time span. In addition, over 150 members have been connected to work experience internships as part of the Career Bound program over the past year. Career Bound provides the same mentoring and case management support experienced by our College Bound members while developing the soft skills to make them workforce ready. This Career Bound program provides another pathway out of poverty and directly into the workforce upon high school graduation which leads to a future life of quality.

***Approval of contract is pending approval from Grantor which is Department of Justice (DOJ). DOJ approval is required prior to the County executing Agreement with Contractor.**

**2017 JUSTICE ASSISTANCE GRANT
COUNTY BUDGET SUMMARY**

Program	Department	Amount
LAW ENFORCEMENT PROGRAMS		
Sheriff - Patrol Services Overtime	District 5	\$32,498
PROSECUTION AND COURT PROGRAMS		
Alternate Public Defender - Alternative Sentencing Program (Social Worker Services)	Countywide	\$119,787
Public Defender - Alternative Sentencing Program (Paralegal Services)	Countywide	\$264,124
Public Defender - Alternative Sentencing Program (Paralegal Services)	District 3	\$99,046
PREVENTION AND EDUCATION PROGRAMS		
Soledad Enrichment Action (Contractor)	District 1	\$99,046
Department of Public Health – Trauma Prevention Initiative	District 2	\$99,046
Toberman Neighborhood Center (Contractor)	District 4	\$49,523
Boys and Girls Club of the Los Angeles Harbor (Contractor)	District 4	\$49,523
Sheriff - School Resource Deputy - Crescenta Valley Station Rosemont	District 5	\$27,728
Sheriff - Youth Activities League	District 5	\$38,820
JAG 2017 PROGRAM TOTAL		\$879,141

LAW ENFORCEMENT PROGRAMS
BUDGET REQUEST

Program: Sheriff - Patrol Services Overtime

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Overtime	\$32,498
Personnel Subtotal	\$32,498
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$32,498

PROSECUTION AND COURT PROGRAMS
BUDGET REQUEST

Program: **Alternate Public Defender - Alternative Sentencing Program (Social Worker Services)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Psychiatric Social Worker	\$119,787
Personnel Subtotal	\$119,787
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
Grand Total	\$119,787

PROSECUTION AND COURT PROGRAMS
BUDGET REQUEST

Program: Public Defender - Alternative Sentencing Program (Paralegal Services)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Attorneys, Paralegals	\$363,170
Personnel Subtotal	\$363,170
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
Grand Total	\$363,170

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Soledad Enrichment Action

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$99,046
Other	\$0
Grand Total	\$99,046

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Department of Public Health – Trauma Prevention Initiative

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$99,046
Other	\$0
Grand Total	\$99,046

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Toberman Neighborhood Center

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$49,523
Other	\$0
Grand Total	\$49,523

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Boys and Girls Club of the Los Angeles Harbor

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$49,523
Other	\$0
Grand Total	\$49,523

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Sheriff - School Resource Deputy - Crescenta Valley Station

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$27,728
Personnel Subtotal	\$27,728
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$27,728

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST

Program: Sheriff - Youth Activities League

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$38,820
Personnel Subtotal	\$38,820
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$38,820