



County of Los Angeles  
Chief Executive Office

**REVISED**

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

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** Wednesday, December 4, 2019

**TIME:** ~~9:30 a.m.~~ 10:00 a.m.

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

### **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 CONTRACTS FOR AS-NEEDED FIRE FLEET MAINTENANCE AND REPAIR SERVICES (EMERGENCY VEHICLES ONLY)  
Speaker(s): Christopher Anderson (Fire)
  - B. Board Letter:  
APPROVE AN AGREEMENT WITH SIKORSKY FOR AN EXCHANGE OF SERVICES  
Speaker(s): Christopher Anderson and Derek Alkonis (Fire)
  - C. Board Letter:  
APPROVE THE ACCEPTANCE OF REBATE FUNDS FROM THE CALIFORNIA WATER SERVICE-WATER CONSERVATION REBATE PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT  
Speaker(s): Christopher Anderson and Ron Seastead (Fire)
  - D. Board Letter:  
CONSTRUCTION CONTRACT PUBLIC BUILDINGS CORE SERVICE AREA FIRE CAMP 13 LIFE SAFETY IMPROVEMENTS PROJECT APPROVAL OF CHANGE ORDER FOR ADDITIONAL PUMPING AND DISPOSAL OF WASTEWATER  
Speaker(s): Ron Bleier (Fire) Alicia Ramos (Public Works)
  - E. Board Letter:  
PUBLIC BUILDINGS CORE SERVICES AREA MARINA DEL REY PUBLIC SAFETY DOCK REPLACEMENT PROJECT CATEGORICAL EXEMPTION ESTABLISH CAPITAL PROJECT  
Speaker(s): Ron Bleier (Fire) Alicia Ramos (Public Works)

Wednesday, December 4, 2019

- F.** Board Letter:  
REQUEST APPROVAL OF APPROPRIATION ADJUSTMENT TO TRANSFER \$366,000 FROM THE CHIEF INFORMATION OFFICER'S INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUND TO PROBATION'S FISCAL YEAR 2019-20 SERVICES AND SUPPLIES APPROPRIATION  
Speaker(s): Reaver Bingham and Robert Smythe (Probation)
- G.** Board Letter:  
APPROVAL FOR INCIDENTAL EXPENSES IN EXCESS OF \$5,000 FOR THE 2020 SUCCESS IN OUR FUTURE ACADEMIC ACHIEVEMENT AWARDS CEREMONY  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
- H.** Board Letter:  
APPROVAL FOR INCIDENTAL EXPENSES IN EXCESS OF \$5,000 FOR THE 2020 TRANSITION AGE YOUTH COLLEGE SUMMIT  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
- I.** Board Letter:  
SUBAWARD AGREEMENT WITH CITY OF LOS ANGELES FOR FISCAL YEAR 2016 PROGRAM TO PREPARE COMMUNITIES FOR COMMUNITIES FOR COMPLEX COORDINATED TERRORIST ATTACKS GRANT  
Speaker(s): Jack W. Ewell and Joseph J. Williams (Sheriff)
- J.** Board Letter:  
ACCEPT GRANT FUNDING FROM THE LOS ANGELES CITY ATTORNEY'S PROPOSITION 47 GRANT AWARD BSCC 538-19 TO COORDINATE LEGAL SUPPORT FOR LA DOOR PARTICIPANTS AND APPROVE AN APPROPRIATION AMENDMENT  
Speaker(s): Justine Esack (Public Defender)
- K.** Board Letter:  
PUBLIC DEFENDER 2020 JUVENILE DELINQUENCY LAW TRAINING SEMINAR – APPROVAL OF INCIDENTAL EXPENSES.  
Speaker(s): Natasha Khamashta (Public Defender)
- L.** Board Letter:  
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER INTO AGREEMENTS TO OBTAIN EXPENDITURE REIMBURSEMENTS NOT TO EXCEED \$150,000 FROM LAW ENFORCEMENT AGENCIES FOR A FIVE-YEAR PERIOD  
Speaker(s): Jeffrey Edwards and Nika Thu (District Attorney)

**3. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Briefing:  
INMATE RECEPTION CENTER BRIEFING  
Speaker(s): Max Huntsman (Office of Inspector General)

**Item 3A will be presented as the first Item  
at the 12/4/19 Health/Mental Health Cluster  
Meeting at 9:30 a.m. in Room 864**

Wednesday, December 4, 2019

- B.** Board Letter:  
EXECUTION OF WORK ORDER UNDER CRIMINAL JUSTICE RESEARCH AND  
EVALUATION SERVICES MASTER AGREEMENT FOR EVALUATION OF  
JUVENILE JUSTICE CRIME PREVENTION ACT PROGRAMS  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
- C.** Board Letter:  
APPROVAL OF NON-FINANCIAL STANDARDIZED MEMORANDUM OF  
UNDERSTANDING WITH RAPE CRISES CENTERS TO PROVIDE EMOTIONAL  
SUPPORT SERVICES RELATED TO SEXUAL ABUSE AND VICTIM ADVOCATE  
SERVICES  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
- D.** Board Letter:  
AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE  
OFFICE OF TRAFFIC SAFETY AND APPROVE APPROPRIATION ADJUSTMENT  
FOR FEDERAL FISCAL YEAR 2019-20  
Speaker(s): Charles Chaiyarachta and Nika Thu (District Attorney)
- E.** Board Letter:  
AUTHORIZE THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE  
TO COMPLETE THE APPLICATION PROCESS AND TO ACCEPT FEDERAL  
FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY  
SERVICES THROUGH VICTIMS OF CRIME ACT FOR THE COUNTY VICTIM  
SERVICES (XC) PROGRAM FOR THE GRANT PERIOD OF JANUARY 1, 2020  
THROUGH DECEMBER 31, 2020; DELEGATED AUTHORITY TO ENTER INTO,  
AND APPROVAL OF, SOLE SOURCE AGREEMENTS WITH COMMUNITY-BASED  
ORGANIZATIONS FOR THE PROVISION OF VICTIM SERVICES WITHIN THE  
COUNTY; APPROVAL OF THE UTILIZATION OF XC GRANT FUNDS TO  
CONTINUE ENHANCEMENTS OF A UNIFIED SYSTEM FOR THE COLLECTION  
AND DISTRIBUTION OF COURT-ORDERED VICTIM RESTITUTION; AND  
APPROVE AN APPROPRIATION ADJUSTMENT FOR FY 2019-2020  
Speaker(s): Miji Vellakkattel and Nika Thu (District Attorney)
- F.** Board Letter:  
APPROPRIATION ADJUSTMENT TRANSFERRING FUNDING FROM  
PROVISIONAL FINANCING USES TO THE LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT'S OPERATION BUDGET  
Speaker(s): Chris Marks and Christian Meadows

**4. PUBLIC COMMENT**  
(2 minutes each speaker)

**5. ADJOURNMENT**

Wednesday, December 4, 2019

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

- A.** Board Briefing:  
RAND STUDY: UNDERSTANDING THE ROLE OF SUBGROUPS WITHIN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
Speaker(s): Samuel Peterson and Dionne Barnes-Proby





# COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

## BOARD OF SUPERVISORS

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FOURTH DISTRICT

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FIFTH DISTRICT

December 10, 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:

### **APPROVAL OF CONTRACTS FOR AS-NEEDED FIRE FLEET MAINTENANCE AND REPAIR SERVICES (EMERGENCY VEHICLES ONLY) (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into two individual contracts with Southern California Fleet Services, Inc. (SoCal Fleet). The District requires fire fleet maintenance and repair services in a variety of service categories. These two contracts with SoCal Fleet will be for the provision of Light and Medium Vehicle Repair and Heavy Truck Repair; both servicing the District's fleet of emergency vehicles and both procured on an as-needed and intermittent basis, and therefore not Proposition A contracts.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contracts (Attachment A) between the District and SoCal Fleet to provide as-needed Light and Medium Vehicle Repair and Heavy Truck Repair for its fleet of emergency vehicles. The initial term of each contract will be for three years, with two one-year extensions, and twelve month-to-month extensions, for a maximum possible contract term of six years. Both of these contracts will be effective January 1, 2020.

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

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES

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

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

2. Authorize the maximum contract sum of \$4,800,000 for both contracts combined. The maximum contract sum includes the initial contract term of three years, two one-year extensions, and twelve month-to-month extension options for both contracts. The maximum contract sum represents the contract cost based on the District's annual budget for these services as detailed below:
  - Light and Medium Vehicle Repair                      \$350,000 annual
  - Heavy Truck Repair    \$450,000 annual
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extensions described in recommendation two above, and in accordance with the approved contract terms and conditions, and with prior review by County Counsel.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The recommended actions will enable the District to continue to obtain fire fleet maintenance and repair services on an as-needed, intermittent basis for its fleet of emergency vehicles classified as Light & Medium vehicles and Heavy Trucks.

The District operates a variety of emergency and incident support vehicles, including triple combination engines, quints, trucks, and light forces (combination of an engine and a truck). The Statement of Work (SOW) for Light and Medium Vehicle Repair (Attachment B) covers the District's emergency vehicles ranging from light duty vehicles (10,000 Gross Vehicle Weight Rating (GVWR)) to medium duty vehicles (10,001 to 26,000 GVWR). The SOW for Heavy Truck Repair (Attachment C) covers the District's emergency vehicles ranging from 26,001 GVWR and greater. These contracts will ensure that the District's emergency vehicles are always fully operational, which is critical to safeguarding the health and safety of Los Angeles County residents, firefighters, and paramedics.

Currently, Light & Medium Vehicle Repair services are provided by SoCal Fleet. Heavy Truck Repair is provided by a vendor whose contract will expire on December 31, 2019. The incumbent vendor for Heavy Truck Repair did not submit a bid in response to either solicitation.

After the initial three year Contract term, these Contracts will be subject to COLA requests for multi-year service contracts, allowing for increases based upon the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) that shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office (CEO) as of each July 1 for the prior 12-month period. Furthermore, should

fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

#### Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are expended in a responsible, efficient and strategic manner. SoCal Fleet has the specialized experience to provide these services effectively, efficiently, and in a responsive manner that will support the District in meeting this goal. Contracting these services on an as-needed basis is fiscally cost effective, and supports the District's ability to enhance operational efficiency by ensuring the District's critical assets and emergency response vehicles are readily available.

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

SoCal Fleet is not guaranteed a fixed workload or contracted dollar amount, as the services are procured on an as-needed basis. Sufficient funding is available in the District's Fiscal Year (FY) 2019-2020 Budget. There is no impact to net County cost. The District will continue to allocate the necessary funds throughout the duration of the contract.

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

The District is authorized to contract for these services under California Health and Safety Code 13861. These contracts include service categories required by the District that comply with the California State Department of Consumer Affairs Bureau of Automotive Repair (BAR), the National Institute for Automotive Service Excellence (ASE), and by all Original Equipment Manufacturer (OEM) part specifications.

SoCal Fleet will provide all of the equipment, tools, and labor necessary to perform the required contracted services for the District's emergency vehicles. In addition, SoCal Fleet will comply with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of these contracts. The contracts provide that the District has no obligation to pay for expenditures incurred by SoCal Fleet beyond each contract's pricing mechanisms. Further, SoCal Fleet will not be asked to perform services that exceed the approved scope of work or contract term.

The CEO's Risk Management Branch reviewed these contracts prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. These contracts have been approved as to form by County Counsel and have been properly executed by SoCal Fleet.

## **ENVIRONMENTAL DOCUMENTATION**

The services provided through this contract will not have a significant effect on the environment; and therefore, are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

## **CONTRACTING PROCESS**

On July 11, 2019, the District released two separate Invitations for Bids (IFB) to solicit fire fleet maintenance and repair services for two service categories: 1) Light and Medium Vehicle Repair and 2) Heavy Truck Repair. Announcements for both solicitations were posted on the District's contracting website and the County's WebVen portal. Additionally, an advertisement was placed in the Los Angeles Times in an effort to maximize the outreach to potential bidders.

On the submission deadline, the District received the following responses:

- **Light and Medium Vehicle Repair IFB:** The District received three bids in response to this solicitation. One bid that was determined to be non-responsive and therefore disqualified by the District. Although provided an opportunity, the disqualified firm elected not to request a Disqualification Review from the District. The remaining two vendors were evaluated to determine the lowest cost. SoCal Fleet was determined to be the lowest cost, responsive and responsible bidder. The remaining non-selected vendor was offered the opportunity to submit a Notice of Intent to Request a Proposed Contractor Selection Review; however, the vendor did not submit a request.
- **Heavy Truck Repair IFB:** The District received one bid in response to this solicitation. As the only bidder, SoCal Fleet was determined to be the lowest cost, responsive and responsible bidder.

The District reviewed the Better Business Bureau, State of California Business License and BAR websites and the Contractor Alert Reporting Database (CARD) to assess SoCal Fleet's performances and complaints with other agencies and found that there are currently no violations. SoCal Fleet was evaluated and deemed capable of performing the services requested based on their qualifications and experience as stated in their bids. In addition, SoCal Fleet has performed Heavy Truck Repair services under a Contract with the District approved by your Board in 2016 and has maintained a proven performance record since that time.

As these services are needed on an intermittent basis, this is not a Proposition A Contract, therefore, it is exempt from the Living Wage Program (County Code Chapter 2.201).

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

The District's emergency vehicles serve a critical role in fire suppression, disaster response and recovery, and emergency medical response throughout Los Angeles County. Approval of the recommended actions will allow the District to continue to obtain as-needed fire fleet maintenance and repair services; thereby ensuring the District's emergency vehicles are readily available for emergency responses.

Award of these contracts will not result in the displacement of any County employees as these as-needed services are presently obtained from contractors. These contracts will not result in a reduction of service, and there is no change in risk exposure to the County.

### **CONCLUSION**

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

Consolidated Fire Protection District of Los Angeles County  
Executive Office, Business Operations  
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Zuleyda.Reyes@fire.lacounty.gov](mailto:Zuleyda.Reyes@fire.lacounty.gov)

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY  
FIRE CHIEF

DLO:cs

Attachments

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



**CONTRACT**

**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**SOUTHERN CALIFORNIA FLEET SERVICES INC.**

**FOR**

**FIRE FLEET LIGHT & MEDIUM  
VEHICLE REPAIR SERVICES  
(EMERGENCY VEHICLES ONLY)**

**CONTRACT PROVISIONS  
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**CONTRACT EXHIBITS FOR  
FIRE FLEET LIGHT AND MEDIUM VEHICLE REPAIR SERVICES  
(EMERGENCY VEHICLES ONLY)  
TABLE OF CONTENTS OF EXHIBITS**

**STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Sheet
- C Intentionally Omitted
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**UNIQUE EXHIBITS**

- J Fire Station Listing
- K Emergency Vehicle Listing

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF**  
**LOS ANGELES COUNTY**  
**AND**  
**SOUTHERN CALIFORNIA FLEET SERVICES INC.**  
**FOR**  
**FIRE FLEET LIGHT AND MEDIUM VEHICLE REPAIR SERVICES**  
**(EMERGENCY VEHICLES ONLY)**

This Contract and Exhibits made and entered into this 1<sup>ST</sup> day of January, 2020 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and "Southern California Fleet Services Inc.", hereinafter referred to as "Contractor." Contractor is located at 2855 Sampson Ave., Corona, CA 92879.

**RECITALS**

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Light and Medium Vehicle Repair) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Light and Medium Vehicle Repair) Code Section 31000 to contract with public companies to provide Fire Fleet Maintenance and Repair Services (Light and Medium Vehicle Repair); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Maintenance and Repair Services; and

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J and K, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

### **Unique Exhibits:**

- 1.10 Exhibit J - Fire Station Listing
- 1.11 Exhibit K - Emergency Vehicle Listing

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 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.5 **District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.6 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.7 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.
- 2.8 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **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 herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing after execution by the Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The District shall have the sole option to extend this Contract term for two (2) one-year periods and an additional twelve (12) one-month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

The District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.

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

### **5.0 CONTRACT SUM**

- 5.1 The amount the District shall expend from its own funds during the Contract's term shall be an estimated \$350,000 per Contract year. The estimated amount provided for this Contract does not guarantee a minimum amount of work since this Contract is for "as needed" services.

Pursuant to Subparagraph 8.1, Amendments, District may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon the availability and appropriation of funds from District.

- 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 District's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against District 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any work and/or work authorization order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District may, at its discretion, verbally and/or by written notice direct any authorized work to stop and the Contractor shall stop the work promptly.

The Contractor shall be entitled to payment for work completed prior to receipt of notice to stop, and any work performed to preserve and protect the District's property. 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 District 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 District under the terms of this Contract. The Contractor's payments shall be



as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. [Mitch.Connett@fire.lacounty.gov](mailto:Mitch.Connett@fire.lacounty.gov) for review and approval of all invoices; and
2. [ffpod@fire.lacounty.gov](mailto:ffpod@fire.lacounty.gov) for review and approval of all invoices; and
3. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service

- Copy of subcontractor or sublet invoice, if applicable
- Brief description of services
- Signature of authorized District employee.

5.5.6 Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

**5.5.7 District Approval of Invoices.**

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

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

**5.6 Customary/Ordinary Fees**

Any Federal, State, and/or local government sponsored fees shall be charged as Pass Through Fees with no Administrative Processing Fees included.

**5.6.1 Hazardous Waste Disposal**

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of \$10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid.

**5.6.2 Shop "Supplies"**

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed \$25, which do not need to be itemized.
- Miscellaneous shop supplies charges in excess of 2% or \$25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.6.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such. Freight costs will be paid at actual cost and copy of Freight invoice must be attached.

5.6.4 California Tire Fee

Contractor may invoice \$1.75 per tire. Fee shall be clearly stated on invoice as such or the fee will not be paid.

5.6.5 California Lead Acid Battery Recycling

Contractors may include \$1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.6.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.6.7 Fuel Surcharge

Fuel Surcharge **will not be paid**. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

5.7 **Cost of Living Adjustments (COLA)**

After the initial three (3) year Contract Term, if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general

salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the District decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.8.1 The District, 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 District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.8.2 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.

5.8.3 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.

5.8.4 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 District, shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT – DISTRICT**

A listing of all District Administration referenced in the following subparagraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 District's Project Director**

*The responsibilities of the District's Project Director 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 District 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 District's Project Manager**

The role of the District's Project Manager is to oversee the day-to-day administration of this 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. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager 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 District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

### **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

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

### **7.1 Contractor Administration**

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

### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager and Project Monitor on a regular basis.

### **7.3 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 Manager.

### **7.4 Contractor's Staff Identification**

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

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of

beginning and continuing to perform services under this Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information.

The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation,

defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District.

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

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

7.6.4 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 shall be prepared and executed by the Contractor and by the Fire Chief or his designee, OR it may have to be executed by the Board of Supervisors).

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 District 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 Fire Chief or his designee.

- 8.1.3 The Fire Chief or his designee or Board of Supervisors, 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 Fire Chief or his designee.

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

- 8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District 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 District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such

disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District'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, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the 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 District 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 District'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 ten (10) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District 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 District for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District

in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

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

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

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

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

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

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

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, 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 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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 District 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 District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District 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 District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District'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 District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 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 (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

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

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

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor

on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five 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 District 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



District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment.

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

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

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

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

These terms shall also apply to Subcontractors of District Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

Contractor deficiencies which the District 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 District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

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

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification

and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 Facsimile Representations**

The District 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 sub-paragraph 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.

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such

party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

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

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

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

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the District 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 District 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 District 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 District. 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 7.6 - Confidentiality.

## **8.23 Indemnification**

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

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

Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, 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 Contractor pursuant to this Contract. The District 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 District**

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District 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 (\$50,000.00) dollars, and list any District required endorsement forms.
- Neither the District's failure to obtain, nor the District'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:

*Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001*

Contractor also shall promptly report to District any injury or property damage accident or incident,

including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify District of any third party claim or suit filed against 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 Contractor and/or District.

#### **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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. 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 District. 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 District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

Contractor shall provide District with, or Contractor's insurance policies shall contain a provision that District 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 District 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 District, upon which the District may suspend or terminate this Contract.



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

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 District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

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

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

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 Contractor. Any District 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 District 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**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage.

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 District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District'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)**

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

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

#### **8.24.12 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 District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

The District and its Agents shall be designated as an Additional Covered Party under any approved program.

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

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District'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 County and its Agents as an additional insured, with limits of not less than:

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

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

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **\$1 million** per accident.

If 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 District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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.

**8.25.4 Garage Keeper Liability Coverage** with limits of not less than **\$1 million** per occurrence covering physical damage and theft of District's vehicles left with contractor for servicing, repair, storage or safekeeping.

## **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his designee, at his 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 District, will be forwarded to the Contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his 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 Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount.

Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

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

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District'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 District.

## **8.28 Nondiscrimination and Affirmative Action**

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

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated

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

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District 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 District 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

District 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 District 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 District's Project Manager or District's Project Director.

#### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee shall resolve it.

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

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

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

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I,

Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

#### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District'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 Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

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

Notwithstanding the above, the Contractor and the District 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 District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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 District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the District 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 District 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 District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.37 shall apply.

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

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 District, 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 District during the term of this Contract and for a period of five (5) years thereafter unless the District'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 District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 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 District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District 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 District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District 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 written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District 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 District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval

of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District  
of Los Angeles County  
Materials Management Division /Contracts Section  
5801 S. Eastern Ave., Suite 100  
Commerce, CA 90040-4001

Before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such

termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

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

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 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 District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 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 District 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 District 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 District 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 District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

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

8.45.1 The District 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 District provided in this subparagraph 8.45 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 District 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 District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District'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 District 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 District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District 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 District 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**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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 Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of 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 District under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.53 Time Off for Voting**

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

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. District 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**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District 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 Ownership of Materials, Software and Copyright**

- 9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:
- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Limitation on Corporate Acts**

9.9.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.9.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.9.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.9.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.9.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

**9.10 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate

written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

### **9.11 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law.

These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(is) will be applied as a result of Contractor's non-compliance.

### **9.12 Suspension**

9.12.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.12.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(is) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.12.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.12.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval.

The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.12.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.13 Transition of Contract Services**

### **9.13.1 Completion of Contract**

9.13.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

### **9.13.2 Transition Plan**

9.13.2.1 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined

herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to the District. Contractor shall submit said Transition Plan to the District's Contract Manager within the timeframe designated by the District in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).

- 9.13.2.2 The District shall review Contractor's Transition Plan and will determine whether it meets the requirements for District's approval.

The District reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with the District when Contractor submits a Transition Plan that is not acceptable to the District. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

### **9.13.3 Elements of the Transition Plan**

- 9.13.3.1 Contractor's method to communicate with other organizations that can assist in locating alternative Services.
- 9.13.3.2 Contractor's plan to assure for the provision of adequate staff to provide continued Services through the remaining term of this Contract.
- 9.13.3.3 Any additional information which may be necessary to ensure Contract Services are being provided.

### **9.13.4 Implementation of the Transition Plan**

Contractor shall implement the Transition Plan that is approved by the District. Contractor's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that the District will provide Contractor a Transition Plan and Contractor will implement the Transition Plan provided by the District. The District will monitor Contractor's progress in carrying out all elements of the Transition Plan.



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contractor to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2020.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

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

By \_\_\_\_\_  
Contractor

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

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

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel



## **CONTRACT**

**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**SOUTHERN CALIFORNIA FLEET SERVICES INC.**

**FOR**

**FIRE FLEET HEAVY TRUCK REPAIR  
SERVICES**

**(EMERGENCY VEHICLES ONLY)**

**CONTRACT PROVISIONS  
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**CONTRACT EXHIBITS FOR  
FIRE FLEET HEAVY TRUCK REPAIR SERVICES  
(EMERGENCY VEHICLES ONLY)  
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**STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Sheet
- C Intentionally Omitted
- D Contractor's EEO Certification
- E District's Administration
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- I Safely Surrendered Baby Law

**UNIQUE EXHIBITS**

- J Fire Station Listing
- K Emergency Vehicle Listing

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
SOUTHERN CALIFORNIA FLEET SERVICES INC.  
FOR  
FIRE FLEET HEAVY TRUCK REPAIR SERVICES  
(EMERGENCY VEHICLES ONLY)**

This Contract and Exhibits made and entered into this 1<sup>ST</sup> day of January, 2020 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and "Southern California Fleet Services Inc.", hereinafter referred to as "Contractor." Contractor is located at 2855 Sampson Ave., Corona, CA 92879.

**RECITALS**

WHEREAS, the District may contract with private businesses for Fire Fleet Maintenance and Repair Services (Heavy Truck Repair) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Maintenance and Repair Services (Heavy Truck Repair) Code Section 31000 to contract with public companies to provide Fire Fleet Maintenance and Repair Services (Heavy Truck Repair); and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Fire Fleet Maintenance and Repair Services; and

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



## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J and K, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

### **Unique Exhibits:**

- 1.10 Exhibit J - Fire Station Listing
- 1.11 Exhibit K - Emergency Vehicle Listing

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 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **Contract:** This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.5 **District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.6 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.7 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.
- 2.8 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **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 herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing after execution by the Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The District shall have the sole option to extend this Contract term for two (2) one-year periods and an additional twelve (12) one-month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

The District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.

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

### **5.0 CONTRACT SUM**

- 5.1 The amount the District shall expend from its own funds during the Contract's term shall be an estimated \$450,000 per Contract year. The estimated amount provided for this Contract does not guarantee a minimum amount of work since this Contract is for "as needed" services.

Pursuant to Subparagraph 8.1, Amendments, District may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon the availability and appropriation of funds from District.

- 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 District's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against District 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any work and/or work authorization order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District may, at its discretion, verbally and/or by written notice direct any authorized work to stop and the Contractor shall stop the work promptly.

The Contractor shall be entitled to payment for work completed prior to receipt of notice to stop, and any work performed to preserve and protect the District's property. 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 District 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 District under the terms of this Contract. The Contractor's payments shall be

as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District as soon as services are completed, in a manner acceptable to the Project Manager or designee.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. [Mitch.Connett@fire.lacounty.gov](mailto:Mitch.Connett@fire.lacounty.gov) for review and approval of all invoices; and
2. [ffpod@fire.lacounty.gov](mailto:ffpod@fire.lacounty.gov) for review and approval of all invoices; and
3. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service

- Copy of subcontractor or sublet invoice, if applicable
- Brief description of services
- Signature of authorized District employee.

5.5.6 Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

**5.5.7 District Approval of Invoices.**

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

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

**5.6 Customary/Ordinary Fees**

Any Federal, State, and/or local government sponsored fees shall be charged as Pass Through Fees with no Administrative Processing Fees included.

**5.6.1 Hazardous Waste Disposal**

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of \$10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid.

**5.6.2 Shop "Supplies"**

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed \$25, which do not need to be itemized.
- Miscellaneous shop supplies charges in excess of 2% or \$25 must be itemized accordingly and shall be clearly stated as such on invoice.

Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.6.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such. Freight costs will be paid at actual cost and copy of Freight invoice must be attached.

5.6.4 California Tire Fee

Contractor may invoice \$1.75 per tire. Fee shall be clearly stated on invoice as such or the fee will not be paid.

5.6.5 California Lead Acid Battery Recycling

Contractors may include \$1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.6.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.6.7 Fuel Surcharge

Fuel Surcharge **will not be paid**. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

5.7 **Cost of Living Adjustments (COLA)**

After the initial three (3) year Contract Term, if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general

salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the District decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

5.8.1 The District, 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 District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.8.2 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.

5.8.3 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.

5.8.4 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 District, shall decide whether to approve exemption requests.



## **6.0 ADMINISTRATION OF CONTRACT – DISTRICT**

A listing of all District Administration referenced in the following subparagraphs is designated in Exhibit E - District's Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 District's Project Director**

*The responsibilities of the District's Project Director 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 District 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 District's Project Manager**

The role of the District's Project Manager is to oversee the day-to-day administration of this 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. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager 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 District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

### **6.3 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

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

### **7.1 Contractor Administration**

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

### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager and Project Monitor on a regular basis.

### **7.3 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 Manager.

### **7.4 Contractor's Staff Identification**

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

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of

beginning and continuing to perform services under this Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information.

The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation,

defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District.

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

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

7.6.4 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 shall be prepared and executed by the Contractor and by the Fire Chief or his designee, OR it may have to be executed by the Board of Supervisors).

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 District 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 Fire Chief or his designee.

- 8.1.3 The Fire Chief or his designee or Board of Supervisors, 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 Fire Chief or his designee.

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

- 8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District 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 District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such

disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District'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, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the 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 District 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 District'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 ten (10) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District 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 District for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District

in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

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

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

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

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

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

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

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the



Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, 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 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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 District 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 District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District 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 District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District'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 District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 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 (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the

Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five 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 District 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 District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment.

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

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

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

These terms shall also apply to Subcontractors of District Contractors.

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

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

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

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

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

Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

Contractor deficiencies which the District 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 District and the contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

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

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and

Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.18 Facsimile Representations**

The District 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 sub-paragraph 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.

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must



be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

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

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

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

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the District 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 District 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 District 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 District. 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 7.6 - Confidentiality.

### **8.23 Indemnification**

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

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

Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, 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 Contractor pursuant to this Contract. The District 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 District**

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under

the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District 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 (\$50,000.00) dollars, and list any District required endorsement forms.
- Neither the District's failure to obtain, nor the District'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:

*Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001*

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify District of any third party claim or suit filed against 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 Contractor and/or District.

#### **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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. 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 District. 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 District'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 or Change in Insurance**

Contractor shall provide District with, or Contractor's insurance policies shall contain a provision that District 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 District 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 District, upon which the District may suspend or terminate this Contract.

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

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 District immediately may withhold payments due to

Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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

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

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

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 Contractor. Any District 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 District 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**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage.

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 District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District'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)**

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

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

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

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

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District'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 County and its Agents as an additional insured, with limits of not less than:

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

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

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **\$1 million** per accident.

If 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 District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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.

- 8.25.4 **Garage Keeper Liability Coverage** with limits of not less than **\$3 million** per occurrence covering physical damage

and theft of District's vehicles left with contractor for servicing, repair, storage or safekeeping.

## **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his designee, at his 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 District, will be forwarded to the Contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or his designee determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his 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 Fire Chief or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount.

Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the



District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

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

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District'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 District.

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District 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 District 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 District 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 District 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 District's Project Manager or District's Project Director.

### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee shall resolve it.

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

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

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

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

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District'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 Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

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

Notwithstanding the above, the Contractor and the District 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 District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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 District is required to defend an action on a Public Records Act request for any of the aforementioned

documents, information, books, records, and/or contents of a bid marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the District 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 District 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 District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.37 shall apply.

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

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 District, 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 District during the term of this Contract and for a period of five (5) years thereafter unless the District'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 District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 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 District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District 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 District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District 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 District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District 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 written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District 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 District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval

of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District  
of Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Ave., Suite 100  
Commerce, CA 90040-4001

Before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such



termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

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

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 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 District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 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 District 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 District 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 District 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 District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

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

8.45.1 The District 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 District provided in this subparagraph 8.45 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 District 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 District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District'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 District 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 District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District 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 District 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**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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 Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of 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 District under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

### **8.53 Time Off for Voting**

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

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. District 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**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District 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 Ownership of Materials, Software and Copyright**

9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:
- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or



- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Limitation on Corporate Acts**

9.9.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.9.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.9.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.9.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.9.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

**9.10 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate

written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

### **9.11 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law.

These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(is) will be applied as a result of Contractor's non-compliance.

### **9.12 Suspension**

9.12.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

9.12.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(is) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

9.12.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.12.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval.

The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.12.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.13 Transition of Contract Services**

### **9.13.1 Completion of Contract**

9.13.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

### **9.13.2 Transition Plan**

9.13.2.1 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined

herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to the District. Contractor shall submit said Transition Plan to the District's Contract Manager within the timeframe designated by the District in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).

- 9.13.2.2 The District shall review Contractor's Transition Plan and will determine whether it meets the requirements for District's approval.

The District reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with the District when Contractor submits a Transition Plan that is not acceptable to the District. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

### **9.13.3 Elements of the Transition Plan**

- 9.13.3.1 Contractor's method to communicate with other organizations that can assist in locating alternative Services.
- 9.13.3.2 Contractor's plan to assure for the provision of adequate staff to provide continued Services through the remaining term of this Contract.
- 9.13.3.3 Any additional information which may be necessary to ensure Contract Services are being provided.

### **9.13.4 Implementation of the Transition Plan**

Contractor shall implement the Transition Plan that is approved by the District. Contractor's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that the District will provide Contractor a Transition Plan and Contractor will implement the Transition Plan provided by the District. The District will monitor Contractor's progress in carrying out all elements of the Transition Plan.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contractor to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2020.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

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

By \_\_\_\_\_  
Contractor

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

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

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

# **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

## **EXHIBIT A STATEMENT OF WORK**

**Fire Fleet Light and Medium Vehicle Repair Services  
(Emergency Vehicles Only)**



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# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

Contractor shall provide, on an as needed basis and based on operational needs, Fire Fleet Light and Medium Vehicle Repair Services (Emergency Vehicles Only) for approximately 900 emergency and incident support vehicles. Contractor must provide all equipment, tools, and labor necessary to perform Fire Fleet Light and Medium Vehicle Repair Services (Emergency Vehicles Only) for the District's emergency vehicles as specified in this Exhibit A, Statement of Work (SOW). The Contractor shall also perform Unscheduled Work as described in Section 9.0 of the SOW on an emergency as-needed basis as determined and authorized by the District Project Manager and shall be considered completed upon successful inspection.

This SOW covers the District's emergency vehicles ranging from Light Duty vehicles, 10,000 Gross Vehicle Weight Rating (GVWR) and smaller to Medium Duty vehicles range from 10,001 to 26,000 GVWR.

**Any Contract entered into shall not prevent District employees from performing or utilizing other resources for services on any vehicle covered under this SOW; nor is it the intent of this SOW to transfer those services typically performed by District employees to a Contractor.**

### **2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

2.1 District reserves the right to amend the Contract to reflect any changes by increase/decrease in the number of facilities, vehicles, specific tasks and/or work hours throughout the term of this Contract.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

### **3.0 QUALITY ASSURANCE PLAN**

The District will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.15, District's Quality Assurance Plan.

#### **3.1 Contract Discrepancy Report (Exhibit C1)**

Verbal notification of a Contract discrepancy will be made to the District and/or Contractor Project Manager as soon as possible whenever a



Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the District and the Contractor.

The District's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the District's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the District's Project Manager within ten (10) workdays.

### **3.2 District Observations**

In addition to departmental contracting staff, other District personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **4.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the District a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the District's Project Manager for review within ten (10) days of Contract Award. The plan shall include, but may not be limited to the following:

- 4.1 Method of inspecting the completed work and shall determine whether the work has been done in a satisfactory manner. Contractor must correct defective materials or workmanship prior to payment by District for such work. All work must be done in accordance with accepted practices and safety standards;
- 4.2 Method in ensuring all vehicles undergo a safety inspection, regardless of repairs performed, prior to release of vehicle to District;
- 4.3 Method of inspections of each vehicle and piece of equipment according to Federal, State, local, and District requirements;
- 4.4 Method of record keeping of all inspections conducted and the corrective action taken, and shall be provided to the District upon request. Records shall be kept for the life of the vehicle / Contract and shall be made available upon request by the District.

## **5.0 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.

- 5.1 **California Bureau of Automotive Repair (BAR):** Automotive Repair Dealer License that Contractor and its subcontractors must renew and keep current annually, or as required.
- 5.2 **Date of Acceptance:** The date when the District's Project Manager or authorized designee sign off on acceptable work.
- 5.3 **Days:** Calendar days.
- 5.4 **Estimate:** An approximate judgment or calculation, as of the value, amount, time, size, or weight of product(s) and service(s).
- 5.5 **Emergency Vehicle:** A District vehicle that is authorized to respond and / or assist in situations that involve life, health, injury, property damage or destruction, crisis or threat thereof.
- 5.6 **Emergency Vehicle Technician (EVT):** Anyone who has successfully completed a EVT training program for the Fire Apparatus Track; passed the EVT examination and possesses a valid EVT certificate.
- 5.7 **Original Equipment Manufacturer (OEM):** OEM is the company that originally manufactured rebuilt or remanufactured parts, products or components.
- 5.8 **Light Duty Vehicle:**  
Class 1: 6,000 or less  
Class 2: 6,001 to 10,000 GVWR
- 5.9 **Medium Duty Vehicle:**  
Class 3: 10,001 to 14,000 GVWR  
Class 4: 14,001 to 16,000 GVWR  
Class 5: 16,001 to 19,500 GVWR  
Class 6: 19,501 to 26,000 GVWR
- 5.10 **Off-Highway Equipment:** Include but is not limited to; generators, mobile services, brush chippers, all-terrain vehicles and trailers with District water craft, etc.
- 5.11 **Safety Inspection:** A vehicle or equipment is inspected to ensure that it conforms with all applicable federal, state and local laws and regulations relating to the safe operation.

## 6.0 RESPONSIBILITIES

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

## **DISTRICT**

### **6.1 District Personnel**

The District will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - District. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the operation of this Contract utilizing a Quality of Service Monitoring Plan (QSMP).
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.1.4 District will have the right to inspect the Contractor's vehicle repair facility to ensure appropriate work methods and procedures, cleanliness, etc., are in place.

## **CONTRACTOR**

### **6.2 Contractor Project Manager**

- 6.2.1 Contractor shall provide a full-time Project Manager or a designated alternate. District must be able to reach the Project Manager during normal business hours. The District may require additional service hours in order to meet specific needs during emergency situations. When the Project Manager is not available, an answering service or designee shall be provided to receive calls. The Project Manager shall return calls received by the answering service within two (2) hours of initial call or within the first hour the following business day, if the call was made after normal business hours.
- 6.2.2 Project Manager shall act as a central point of contact with the District.
- 6.2.3 Project Manager shall have four (4) years of technical and managerial experience in the field of managing Fire Fleet Light and Medium Vehicle Repair Services (Emergency Vehicles Only) or similar in size and complexity.
- 6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

- 6.2.5 Contractor must inform District of Project Manager's termination within thirty (30) days of termination (if applicable). Furthermore, a new Project Manager shall be hired immediately.

### **6.3 Contractor Personnel**

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Contract.
- 6.3.3 Drivers employed by Contractor must hold a valid California Driver's license, with proof of the same.
- 6.3.3.1 Further, the District has the right to require the Contractor to reassign any driver away from any District facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.
- 6.3.4 Contractor shall ensure that at least 2 of its employees working on District's vehicles are EVT certified (Fire Apparatus Track); and trained and qualified to work on all makes and models of vehicles owned by the District as stated in Attachment II.
- 6.3.5 Contractor shall ensure all required employee certifications are kept on file and made available upon request by District.
- 6.3.6 Contractor personnel shall not operate any District vehicles outside of vehicle repair facility for reasons other than what is required and appropriate for the specific repair.
- 6.3.7 Contractor shall ensure all employees, prior to beginning work, are familiar with safe work practices, local rules and regulations, Occupational Safety and Health Administration (OSHA) standards, proper handling of hazardous materials associated with the work.

6.3.8 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

#### **6.4 Uniforms/Identification Badges**

6.4.1 Contractor's employees that are assigned to work on District vehicles shall wear an appropriate uniform shirt at all times. All uniforms are required and at the Contractor's expense.

6.4.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

#### **6.5 Materials and Equipment**

6.5.1 The purchase of all materials and equipment to provide the required services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.5.2 The pricing for all materials and equipment, including parts, to provide the requested services shall be at competitive wholesale pricing rates. Pricing shall include the Contractor's actual net part costs plus the Contractor's markup percentage. The Contractor's markup percentage shall not exceed 15 percent over actual costs.

#### **6.6 Training**

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.6.3 Contractor personnel shall be trained in their assigned tasks and safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives.

6.6.4 Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives.

6.6.5 Contractor is responsible for ensuring that its employees are properly trained and kept current on all appropriate technologies, both existing and new.

## **6.7 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The District may require additional service hours in order to meet specific needs during emergency situations. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall return calls received by the answering service within two (2) hours of initial call or within the first hour the following business day, if the call was made after normal business hours.

## **6.8 Meetings**

6.8.1 At various times throughout the Contract term, the Contractor will be required to attend meetings requested by the District. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice five (5) days prior to the meeting as to the date, time, and location. Contractor is required to attend scheduled meetings.

6.8.2 A meeting will be held no less than sixty (60) days prior to the end of each contract year. During this annual meeting between the District and the Contractor, the Contractor will present a summary of work accomplished relative to service performance standards and all other contractual requirements. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation will be made available to the District two weeks before the annual meeting. During the meeting the Contractor's performance will be reviewed. Changes to the contract resulting from the annual meeting shall be documented through a contract amendment.

## **6.9 Contractor's Facilities**

Contractor shall have two facilities in which they perform repairs. One facility must be within a sixty-mile radius of the District's Eastern Fire Shop location and second facility must be within a sixty-mile radius of the District's Lancaster Fire Shop location.

Eastern Fire Shop  
1104 Eastern Avenue, Door 26  
Los Angeles, CA 90063  
Phone: 323 881-2390

Lancaster Fire Shop  
42110 6th Street West  
Lancaster, CA 93534  
Phone: 661 756-2813

SUBCONTRACTING WILL NOT BE ALLOWED TO MEET THE REQUIREMENT OF OPERATING TWO FACILITIES.

## **7.0 HOURS/DAY OF WORK**

Contractor shall provide Fire Fleet Light and Medium Vehicle Repair Services (Emergency Vehicles Only) Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. The District may require after-hour and/or mobile services in order to meet specific needs during emergency situations.

## **8.0 WORK AUTHORIZATION**

Before any work is initiated, the Contractor must receive prior authorization from the District's Project Manager, Vehicle Maintenance Coordinator (VMC), or authorized designee.

- 8.1 Contractor shall not begin work without prior authorization from the District, a Purchase Requisition (PR) number, and Fleet Work Authorization Estimate (FWAE).
- 8.2 PRs and FWAEs are to be provided by the District's Project Manager, VMC, or authorization designee.

## **9.0 UNSCHEDULED WORK**

- 9.1 The District's Project Manager or their designee may authorize, in writing, the Contractor to perform unscheduled work when the need for such work arises out of extraordinary incidents such as vandalism, major emergency incidents and/or third-party negligence.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the District's Project Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization from the District.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact District's Project Manager for approval before beginning the work. A written estimate shall be sent within 48 business hours for approval.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The District reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## 9.6 Emergency Services

The Contractor may be required to provide Fire Fleet Light and Medium Vehicle Repair Services (Emergency Vehicles Only) during emergencies declared by the District. The District will notify the Contractor when an emergency situation exists and the nature and anticipated duration of the response needed from the Contractor. The Contractor will be on-site and providing service with an appropriate complement of personnel within twenty-four hours of notification that emergency services are required. Emergencies may require the use of mobile services.

## 10.0 SPECIFIC WORK REQUIREMENTS

- 10.1 Contractor shall perform Fire Fleet Light and Medium Vehicle Repair Services (Emergency Vehicles Only) to District's vehicles as specified herein. All vehicles or components picked up or delivered by the vendor shall be returned to the assigned site unless otherwise specified by District.
- 10.2 Contractor shall perform tire and vehicle inspections for all Light Duty Vehicles and all Medium Duty Vehicles. All tire and vehicle inspections shall be performed on a complimentary basis. If the Contractor does not repair said vehicle and/or component, Contract may charge District half of one hourly labor rate.
- 10.3 Examples of specific work requirements include, but are not limited to, the following:
  - 10.3.1 Engine – Major and minor repair, tune up and adjust as necessary.
  - 10.3.2 Transmission, automatic and standard.
  - 10.3.3 Drive Train – Transfer case, differential, drive shafts, front wheel drive components, clutch.
  - 10.3.4 Steering and Suspension – Steering gear box, pump, assist cylinder, springs, struts.
  - 10.3.5 Brake System – disc and drum.
  - 10.3.6 Electrical – Alternator, starter, ignition systems.
  - 10.3.7 Air Conditioning – Repair, replace or recharge.
  - 10.3.8 Fuel Systems – Electronic Control Unit (ECU), high-pressure systems, fuel injectors and pumps.



- 10.3.9 Emission Systems – Catalytic converters, Exhaust Gas Recirculation (EGR) systems, evaporative controls, air injection and fuel and oxygen sensors. Diesel Particulate Filters (DPF) and related systems.
  - 10.3.10 Electronic Systems – Electronic Control Modules (ECM) and auxiliary systems, on-board diagnostic systems and computer aided devices.
  - 10.3.11 Cooling System – Radiator, heat exchangers, water pumps and related components.
  - 10.3.12 Special Fire Equipment – Emergency lights, sirens, water pumps and related systems.
  - 10.3.13 Smog or Opacity Check – License required.
  - 10.3.14 Contractor shall perform all work required to meet the terms and conditions necessary to comply with the Original Equipment Manufacturers (OEM) specifications and warranties. Contractor is responsible for the work necessary to maintain the District's fleet in a safe condition and in accordance with industry standards, or as specified by the District's Project Manager or authorized designee.
  - 10.3.15 Contractor shall not perform any services or repair work without the prior authorization of the District's Project Manager and a Purchase Requisition Number (PR).
- 10.4 Contractor must send a written notification to District of vendor's estimated time of arrival (ETA) when picking up a vehicle for repair. Contractor shall contact District within fifteen (15) minutes of initial service call for ETA.

Contractor must send a written notification to District Project Manager or authorized designee immediately after work is completed.

## 10.5 **Vehicle Listing**

Contractor shall provide Vehicle Repair to Fire Fleet Light and Medium Vehicle Repair Services (Emergency Vehicles Only). Revised vehicle listing will be provided to the Contractor upon request by the District Project Manager. The vehicle listing is informational, and must not modify Exhibit B, Pricing Schedule of the Contract.

## 10.6 **Licensing and Certification**

- 10.6.1 Work activities requiring licenses and/or certifications will be performed by properly trained, licensed and certified technicians.

- 10.6.2 Contractor must renew and keep current all license(s) required to perform the required work in this SOW. Any lapse or loss of required license(s) may be grounds for immediate termination of Contract. Contractor shall provide a copy of all licenses to District upon request.
- 10.6.3 Contractor and its subcontractors must renew and keep current Automotive Repair Dealer License from the California Bureau of Automotive Repair annually, or as required.
- 10.6.4 Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License.

#### **10.7 Background Check**

Contractor shall be required to background check their employees as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract.

#### **10.8 Safety Requirements**

- 10.8.1 All work will be conducted in a safe manner and will comply with the requirements of state, and local rules and regulations and / or OSHA safety standards.
- 10.8.2 Contractor must comply with the Injury and Illness Prevention Program (IIPP) standards and records. A copy of the Contractor's IIPP shall be submitted to District's Contract Administrator within forty-five (45) business days after the Contract award.
- 10.8.3 Contractor personnel shall provide a written report of any incident/accidents that occur on District property immediately, but in no event longer than twenty-four (24) hours of occurrence or discovery of occurrence to District's Project Manager or authorized designee.
- 10.8.4 All employees must wear safety and protective gear according to OSHA standards.
- 10.8.5 The Contractor is required to keep all vehicles, equipment, tools, used to maintain the District's vehicles in a safe and operable manner.

## 10.9 Vehicle Turnaround Time Standards

- 10.9.1 Turnaround time is the time estimated to complete all services as provided in the Contractor's estimate, as approved by the District. The standard turnaround time for all services in the SOW is 48 business hours. Therefore, all repairs must be completed within 48 business hours of the vehicle's delivery to Contractor's vehicle repair facility. In the event that the service time exceeds the turnaround time, the Contractor must notify the District in writing. A new turnaround time must be mutually agreed upon between the Contractor and the District. The District, at its sole discretion, may perform the services themselves or utilize other resources if the new turnaround time is not acceptable to the District. In no case shall a written estimate be received by the District 48 business hours after the vehicle's delivery to the Contractor's repair facility.
- 10.9.2 **Vehicles Awaiting Repair Authorization from District**  
In cases where the Contractor is awaiting repair authorization from the District to proceed with a given repair, turnaround time includes all time from the opening of the work order until District notification of the completion of the work minus the time the Contractor is waiting for authorization from the District to proceed.
- 10.9.3 **Accident, Misuse, Abuse, or Vandalism Repairs**  
If the cost of repair is less than \$2,000, the repair must be completed within 10 calendar days of estimate approval or release from "held for investigation" status. If the cost of repair is \$2,000 or greater, the repair must be completed within 20 calendar days of estimate approval or release from "held for investigation" status. Contractor shall notify VMC verbally or in writing by close of next business day of damage noted when vehicle is delivered to Contractor for repairs.
- 10.9.4 **Major Component Failure**  
The amount of time allowed for these repairs will be decided by the District as a function of the need for the vehicle and the nature of the repair.
- 10.9.5 **Vehicles Exempted by the District**  
In instances where the District decides it is best to temporarily waive vehicle turnaround performance standards, the District will provide the Contractor written notification of this decision including specification of the time period for which these standards will be relaxed.

#### **10.10 Acceptability of Worked Delivered**

All work shall be done in a professional manner and shall be acceptable to the District Project Manager, Fleet Mechanics or authorized designee in accordance with their professional discretion as well as standard industry practices.

#### **10.11 Parts Retention**

Contractor and all subcontractors shall retain replaced parts for a minimum of sixty (60) days from the date of replacement and tag with repair order information, vehicle number and date so the replaced parts are easily identified and retrievable within one (1) hour of request by District's Project Manager or authorized designee. Contractor may discard such parts after the sixty (60) day period.

#### **10.12 Road Operations Test**

Contractor and all subcontractors shall conduct a road and/or an appropriate operations test on all vehicles and equipment. During the road and/or appropriate operations test, tire condition, tire pressure, windshield wipers etc. must be inspected in accordance with the Department of Transportation and standard industry practices. Vehicles and equipment must be deemed safe to operate by the Contractor and subcontractors prior to being returned to District. The Contractor and subcontractors shall maintain a log of the mileage-out/mileage-in for the road or appropriate operations test. Contractor shall ensure light bars are covered for any on highway use of all District emergency vehicles. In accordance with the Department of Transportation and standard industry practices, Contractor must confirm complaint diagnose, repair, and confirm repair.

#### **10.13 Maintenance Reminder**

Contractor must remind District of maintenance due for any vehicles Contractor repairs. Contractor must affix a maintenance reminder static cling sticker on the inner upper left hand corner of the vehicle windshield. Maintenance reminder sticker must inform District of the date maintenance is due and which type of maintenance will be due. Maintenance reminder sticker specifications must be in accordance with standard industry practices.

#### **10.14 District Vehicle Inspection**

Upon receipt of repaired vehicles and/or components, a Fleet Mechanic is required to verify the quality of work using their professional discretion as well as standard industry practices. Unsatisfactory services must be reported in writing to the District's Contract Administrator.

### **10.15 Comeback/Rework**

A mechanical comeback is defined as any repair that is required to correct the same noted mechanical/electrical deficiency within six (6) months, 6,000 miles or 100 hours (off-highway) of repair completion (whichever comes first).

Contractor shall incur all expenses, including transportation, for comeback repairs. Unless otherwise specified by the District's Project Manager, VMC, Contractor shall perform corrective work for comebacks within 24 hours of notification. Contractor shall complete corrective rework within five (5) business days. Corrective work shall have the same requirements as the original repair.

### **10.16 Warranty**

- 10.16.1 All work performed under Contract shall meet or exceed OEM's specifications and shall meet all local, state, and federal laws, regulations and statutes governing such work. Contractor and subcontractor furnished materials, parts, and workmanship shall be free from defects within six (6) months, 6,000 miles or 100 hours (off-highway) of repair completion (whichever comes first), from date of approval of work by District.
- 10.16.2 Contractor and/or its subcontractors must be an Authorized Service Center or a Third-Party Warranty Repair Facility for the following automakers: Dodge, Ford, Chevrolet and Chrysler.
- 10.16.3 All parts warranties shall include the labor to diagnose and replace the failed parts as well as the part itself. Any parts warranties provided by the part manufacturer that exceed the minimums listed here shall be passed through to the District with written notification of such extended warranty made by the Contractor to the District at time of part installation. Contractor shall assume all related costs, including but not limited to, collateral damage, towing, alternate transportation, materials, parts/labor associated to repair of defects under warranty. If Contractor fails to make proper repairs under this warranty, District will deduct the cost of repairs, as determined by District, from existing unpaid invoices or from future invoices submitted by Contractor.

### **10.17 Contractor's Damages/Cleanup**

- 10.17.1 All such repairs or replacements shall be completed within the time requirements as approved by District. If Contractor

fails to repair or replace damaged property, District will deduct the cost of repairs for such damages, as determined by District. Upon completion of work, Contractor shall remove remaining excess materials from District property. Any dirt or stains caused by the work under Contract shall be cleaned and removed accordingly.

#### **10.18 Security of District's Property**

- 10.18.1 Contractor is responsible for District's property accepted for service. Responsibility entails ensuring reasonable steps are taken to secure District's property from theft or vandalism.

Incidents of theft or vandalism to District's property left in Contractor's care must be reported to the District's Project Manager or authorized designee immediately. Contractor shall notify and report theft/vandalism to local law enforcement.

Contractor may be held liable for the replacement/repair of District's property damaged while under the control of the Contractor due to negligence or poor security. The repair or replacement cost for damage to or loss of District's property shall be deducted from, or credited to District's invoice submitted by the Contractor, as determined by the District's Project Manager or authorized designee.

#### **10.19 Contractor's Contingency Plan**

Contractor shall have a contingency plan in place to address any interruption or reduction in service during the term of the contract due to work stoppages, slowdowns, or contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required services by whatever means available and shall incur all related costs necessary to provide services as specified in the contract. Should Contractor fail to supply an alternate service, Contractor must inform District of such in writing and District shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

#### **10.20 Sublet/Subcontractor Services**

- 10.20.1 Contractor shall coordinate and be responsible for all sublet services. Contractor may only charge actual invoice cost for all sublet services. Contractor shall assume all liability and responsibility for all services, parts and workmanship performed by any sublet vendors. All invoices from sublet

vendor shall be copied and attached to the corresponding repair order and placed in the vehicle's permanent history file. Contractor shall provide an accurate annual list of subcontract/sublet vendors and their hourly rates for services and shall keep such list current throughout the year.

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all bidders who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

All subcontract/sublet vendors must have the written approval of District's Project Manager or authorized designee prior to use by the Contractor. When requesting approval for sublet vendor, Contractor must provide:

10.20.1.1 Company name, address and ownership information; Justification for the necessity of subletting; Schedule of Rates; Certificate of Insurance as required per Contract; and Any other documentation as may be deemed necessary by District's Project Manager.

## **10.21 Hazardous Materials**

- 10.21.1 Contractor shall dispose of all hazardous chemicals and other hazardous waste in accordance with current local, state and federal law.
- 10.21.2 Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with all applicable laws and Environmental Protection Agency (EPA) regulations. Contractor shall hold the District free of liability for all actions of Contractor relating to waste disposal.
- 10.21.3 Contractor shall be responsible for the disposal of all trash and waste materials resulting from maintenance of District's fleet, in accordance with all applicable rules and regulations.

## **10.22 Record Keeping and Reporting**

### **10.22.1 Contractor Records**

Upon prior notification by the District, the Contractor shall provide authorized District representatives access to all electronic and hard data, books, records, correspondence, etc., and shall provide to the District cost verification for work.

#### **10.22.2 Reference Files and Procedures**

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts, and other information needed to properly service and repair the District's vehicles. This folder shall contain, in chronological order, all work orders, inspection records, and supporting documentation such as towing receipts, sublet receipts, and the like generated on each vehicle. The folder shall also contain the vehicle's make, model, year and serial number, warranty information, and invoice information.

#### **10.22.3 Billing Documentation**

Upon request, the District reserves the right to review additional documentation to be provided by the Contractor prior to paying any disputed portion of an invoice. This documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services.

### **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

11.1 All listings of services used in the Performance Requirements Summary (PRS) (Exhibit C2), are intended to be completely consistent with the Contract, QSMP and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract, QSMP and the SOW. In any case of apparent inconsistency between services as stated in the Contract, QSMP, the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract, QSMP and the SOW, that apparent service will be null and void and place no requirement on Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the District will have the option to apply the following non-performance remedies:

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



- 11.1.2 Reduce payment to Contractor by the amount based on the deductions/fees to be assessed in the PRS.
  - 11.1.3 Monetary assessment imposed on Contractor by the District's Contract Administrator for documented Contract discrepancies shall be increased twice the amount based on the deductions/fees to be assessed in the PRS in the event the same Contract discrepancy occurs a second time or more.
  - 11.1.4 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
  - 11.1.5 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the District to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the District, shall be credited to the District on the Contractor's future invoice.
- 11.2 This section does not preclude the District's right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.40, Termination for Convenience.

# **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only)**



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# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

Contractor shall provide, on an as needed basis and based on operational needs, Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) for approximately 400 emergency and incident support vehicles. Contractor must provide all equipment, tools and labor necessary to perform Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) for the District's applicable emergency vehicles as specified in this Exhibit A, Statement of Work (SOW). The Contractor shall also perform Unscheduled Work as described in Section 9.0 of the SOW on an emergency as-needed basis as determined and authorized by the District Project Manager and shall be considered completed upon successful inspection.

This SOW only covers the District's emergency vehicles ranging from 26,001 Gross Vehicle Weight Rating (GVWR) and greater.

**Any Contract entered into shall not prevent District employees from performing or utilizing other resources for services on any vehicle covered under this SOW; nor is it the intent of this SOW to transfer those services typically performed by District employees to a Contractor.**

### **2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

2.1 District reserves the right to amend the Contract to reflect any changes by increase/decrease in the number of facilities, vehicles, specific tasks and/or work hours throughout the term of this Contract.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

### **3.0 QUALITY ASSURANCE PLAN**

The District will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.15, District's Quality Assurance Plan.

#### **3.1 Contract Discrepancy Report (Exhibit C1)**

Verbal notification of a Contract discrepancy will be made to the District and/or Contractor Project Manager as soon as possible whenever a

Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the District and the Contractor.

The District's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the District's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the District's Project Manager within ten (10) workdays.

### **3.2 District Observations**

In addition to departmental contracting staff, other District personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **4.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the District a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the District's Project Manager for review within ten (10) days of Contract Award. The plan shall include, but may not be limited to the following:

- 4.1 Method of inspecting the completed work and shall determine whether the work has been done in a satisfactory manner. Contractor must correct defective materials or workmanship prior to payment by District for such work. All work must be done in accordance with accepted practices and safety standards;
- 4.2 Method in ensuring all vehicles undergo a safety inspection, regardless of repairs performed, prior to release of vehicle to District;
- 4.3 Method of inspections of each vehicle and piece of equipment according to Federal, State, local, and District requirements;
- 4.4 Method of record keeping of all inspections conducted and the corrective action taken, and shall be provided to the District upon request. Records shall be kept for the life of the vehicle / Contract and shall be made available upon request by the District.

## **5.0 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.

- 5.1 **California Bureau of Automotive Repair (BAR):** Automotive Repair Dealer License that Contractor and its subcontractors must renew and keep current annually, or as required.
- 5.2 **Date of Acceptance:** The date when the District's Project Manager or authorized designee sign off on acceptable work.
- 5.3 **Days:** Calendar days.
- 5.4 **Estimate:** An approximate judgment or calculation, as of the value, amount, time, size, or weight of product(s) and service(s).
- 5.5 **Emergency Vehicle:** A District vehicle that is authorized to respond and / or assist in situations that involve life, health, injury, property damage or destruction, crisis or threat thereof.
- 5.6 **Emergency Vehicle Technician (EVT):** Anyone who has successfully completed a EVT training program for the Fire Apparatus Track; passed the EVT examination and possesses a valid EVT certificate.
- 5.7 **Original Equipment Manufacturer (OEM):** OEM is the company that originally manufactured rebuilt or remanufactured parts, products or components.
- 5.8 **Heavy Duty Vehicle:**  
Class 7: 26,001 to 33,000 GVWR  
Class 8: 33,001 GVWR and up
- 5.9 **Off-Highway Equipment:** Include but is not limited to; generators, mobile services, brush chippers, all-terrain vehicles and trailers with District water craft, etc.
- 5.10 **Safety Inspection:** A vehicle or equipment is inspected to ensure that it conforms with all applicable federal, state and local laws and regulations relating to the safe operation.

## 6.0 RESPONSIBILITIES

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

### DISTRICT

#### 6.1 District Personnel

The District will administer the Contract according to the Contract,

Paragraph 6.0, Administration of Contract - District. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the operation of this Contract utilizing a Quality of Service Monitoring Plan (QSMP).
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.1.4 District will have the right to inspect the Contractor's vehicle repair facility to ensure appropriate work methods and procedures, cleanliness, etc., are in place.

## **CONTRACTOR**

### **6.2 Contractor Project Manager**

- 6.2.1 Contractor shall provide a full-time Project Manager or a designated alternate. District must be able to reach the Project Manager during normal business hours. The District may require additional service hours in order to meet specific needs during emergency situations. When the Project Manager is not available, an answering service or designee shall be provided to receive calls. The Project Manager shall return calls received by the answering service within two (2) hours of initial call or within the first hour the following business day, if the call was made after normal business hours.
- 6.2.2 Project Manager shall act as a central point of contact with the District.
- 6.2.3 Project Manager shall have four (4) years of technical and managerial experience in the field of managing Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) or similar in size and complexity.
- 6.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.2.5 Contractor must inform District of Project Manager's termination within thirty (30) days of termination (if applicable). Furthermore, a new Project Manager shall be hired immediately.

### 6.3 Contractor Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Contract.
- 6.3.3 Drivers employed by Contractor must hold a valid California Driver's license, with proof of the same.
  - 6.3.3.1 Further, the District has the right to require the Contractor to reassign any driver away from any District facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.
- 6.3.4 Contractor shall ensure that at least two of its employees working on District's vehicles are EVT certified (Fire Apparatus Track); and trained and qualified to work on all makes and models of vehicles owned by the District as stated in Attachment II.
- 6.3.5 Contractor shall ensure all required employee certifications are kept on file and made available upon request by District.
- 6.3.6 Contractor personnel shall not operate any District vehicles outside of vehicle repair facility for reasons other than what is required and appropriate for the specific repair.
- 6.3.7 Contractor shall ensure all employees, prior to beginning work, are familiar with safe work practices, local rules and regulations, Occupational Safety and Health Administration (OSHA) standards, and proper handling of hazardous materials associated with the work.
- 6.3.8 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.



#### **6.4 Uniforms/Identification Badges**

- 6.4.1 Contractor's employees that are assigned to work on District vehicles shall wear an appropriate uniform shirt at all times. All uniforms are required and at the Contractor's expense.
- 6.4.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

#### **6.5 Materials and Equipment**

- 6.5.1 The purchase of all materials and equipment to provide the required services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.5.2 The pricing for all materials and equipment, including parts, to provide the requested services shall be at competitive wholesale pricing rates. Pricing shall include the Contractor's actual net part costs plus the Contractor's markup percentage. The Contractor's markup percentage shall not exceed 15 percent over actual costs.

#### **6.6 Training**

- 6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 6.6.3 Contractor personnel shall be trained in their assigned tasks and safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives.
- 6.6.4 Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives.
- 6.6.5 Contractor is responsible for ensuring that its employees are properly trained and kept current on all appropriate technologies, both existing and new.

## **6.7 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The District may require additional service hours in order to meet specific needs during emergency situations. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall return calls received by the answering service within two (2) hours of initial call or within the first hour the following business day, if the call was made after normal business hours.

## **6.8 Meetings**

6.8.1 At various times throughout the Contract term, the Contractor will be required to attend meetings requested by the District. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice five (5) days prior to the meeting as to the date, time, and location. Contractor is required to attend scheduled meetings.

6.8.2 A meeting will be held no less than sixty (60) days prior to the end of each contract year. During this annual meeting between the District and the Contractor, the Contractor will present a summary of work accomplished relative to service performance standards and all other contractual requirements. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation will be made available to the District two weeks before the annual meeting. During the meeting the Contractor's performance will be reviewed. Changes to the contract resulting from the annual meeting shall be documented through a contract amendment.

## **6.9 Contractor's Facilities**

Contractor shall have two facilities in which they perform repairs. One facility must be within a sixty-mile radius of the District's Eastern Fire Shop location and a second facility must be within a sixty-mile radius of the District's Lancaster Fire Shop location.

Eastern Fire Shop  
1104 Eastern Avenue, Door 26  
Los Angeles, CA 90063  
Phone: 323 881-2390

Lancaster Fire Shop  
42110 6th Street West  
Lancaster, CA 93534  
Phone: 661 756-2813

SUBCONTRACTING WILL NOT BE ALLOWED TO MEET THE REQUIREMENT OF OPERATING TWO FACILITIES.

## **7.0 HOURS/DAY OF WORK**

Contractor shall provide Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. The District may require after-hour and/or mobile services in order to meet specific needs during emergency situations.

## **8.0 WORK AUTHORIZATION**

Before any work is initiated, the Contractor must receive prior authorization from the District's Project Manager, Vehicle Maintenance Coordinator (VMC), or authorized designee.

- 8.1 Contractor shall not begin work without prior authorization from the District, a Purchase Requisition (PR) number, and Fleet Work Authorization Estimate (FWAE).
- 8.2 PRs and FWAEs are to be provided by the District's Project Manager, VMC, or authorization designee.

## **9.0 UNSCHEDULED WORK**

- 9.1 The District's Project Manager or their designee may authorize, in writing, the Contractor to perform unscheduled work when the need for such work arises out of extraordinary incidents such as vandalism, major emergency incidents and/or third-party negligence.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the District's Project Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization from the District.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact District's Project Manager for approval before beginning the work. A written estimate shall be sent within 48 business hours for approval.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The District reserves the right to perform unscheduled work itself or assign

the work to another Contractor.

## 9.6 Emergency Services

The Contractor may be required to provide Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) during emergencies declared by the District. The District will notify the Contractor when an emergency situation exists and the nature and anticipated duration of the response needed from the Contractor. The Contractor will be on-site and providing service with an appropriate complement of personnel within twenty-four hours of notification that emergency services are required. Emergencies may require the use of mobile services.

## 10.0 SPECIFIC WORK REQUIREMENTS

- 10.1 Contractor shall perform Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) to District's emergency vehicles as specified herein. All vehicles or components picked up or delivered by the vendor shall be returned to the assigned site unless otherwise specified by District.
- 10.2 Contractor shall perform tire and vehicle inspections for all Fire Fleet Heavy Duty Trucks. All tire and vehicle inspections shall be performed on a complimentary basis. If the Contractor does not repair said vehicle and/or component, Contract may charge District half of one hourly labor rate.
- 10.3 Examples of specific work requirements include, but are not limited to, the following:
  - 10.3.1 Engine – Major and minor repair, tune up and adjust as necessary.
  - 10.3.2 Transmission, automatic and standard.
  - 10.3.3 Drive Train – Transfer case, differential, drive shafts, front wheel drive components, clutch.
  - 10.3.4 Steering and Suspension – Steering gear box, pump, assist cylinder, springs, struts.
  - 10.3.5 Brake System – disc and drum.
  - 10.3.6 Electrical – Alternator, starter, ignition systems.
  - 10.3.7 Air Conditioning – Repair, replace or recharge.
  - 10.3.8 Fuel Systems – Electronic Control Unit (ECU), high-pressure systems, fuel injectors and pumps.
  - 10.3.9 Emission Systems – Catalytic converters, Exhaust Gas

Recirculation (EGR) systems, evaporative controls, air injection and fuel and oxygen sensors. Diesel Particulate Filters (DPF) and related systems.

- 10.3.10 Electronic Systems – Electronic Control Modules (ECM) and auxiliary systems, on-board diagnostic systems and computer aided devices.
- 10.3.11 Cooling System – Radiator, heat exchangers, water pumps and related components.
- 10.3.12 Special Fire Equipment – Emergency lights, sirens, water pumps and related systems.
- 10.3.13 Smog or Opacity Check – License required.
- 10.3.14 Contractor shall perform all work required to meet the terms and conditions necessary to comply with the Original Equipment Manufacturer's (OEM) specifications and warranties. Contractor is responsible for the work necessary to maintain the District's fleet in a safe condition and in accordance with industry standards, or as specified by the District's Project Manager or authorized designee.
- 10.3.15 Contractor shall not perform any services or repair work without the prior authorization of the District's Project Manager and a Purchase Requisition Number (PR).

- 10.4 Contractor must send a written notification to District of vendor's estimated time of arrival (ETA) when picking up a vehicle for repair. Contractor shall contact District within fifteen (15) minutes of initial service call for ETA.

Contractor must send a written notification to District Project Manager or authorized designee immediately after work is completed.

## 10.5 Vehicle Listing

Contractor shall provide Vehicle Repair to Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only). Revised vehicle listing will be provided to the Contractor upon request by the District Project Manager. The vehicle listing is informational, and must not modify Exhibit B, Pricing Schedule of the Contract.

## 10.6 Licensing and Certification

- 10.6.1 Work activities requiring licenses and/or certifications will be performed by properly trained, licensed and certified technicians.

- 10.6.2 Contractor must renew and keep current all license(s) required to perform the required work in this SOW. Any lapse or loss of required license(s) may be grounds for immediate termination of Contract. Contractor shall provide a copy of all licenses to District upon request.
- 10.6.3 Contractor and its subcontractors must renew and keep current Automotive Repair Dealer License from the California Bureau of Automotive Repair annually, or as required.
- 10.6.4 Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License.

#### **10.7 Background Check**

Contractor shall be required to background check their employees as set forth in sub-paragraph 7.4– Background & Security Investigations, of the Contract.

#### **10.8 Safety Requirements**

- 10.8.1 All work will be conducted in a safe manner and will comply with the requirements of state, and local rules and regulations and / or OSHA safety standards.
- 10.8.2 Contractor must comply with the Injury and Illness Prevention Program (IIPP) standards and records. A copy of the Contractor's IIPP shall be submitted to District's Contract Administrator within forty-five (45) business days after the Contract award.
- 10.8.3 Contractor personnel shall provide a written report of any incident/accidents that occur on District property immediately, but in no event longer than twenty-four (24) hours of occurrence or discovery of occurrence to District's Project Manager or authorized designee.
- 10.8.4 All employees must wear safety and protective gear according to OSHA standards.
- 10.8.5 The Contractor is required to keep all vehicles, equipment, tools, used to maintain the District's vehicles in a safe and operable manner.

#### **10.9 Vehicle Turnaround Time Standards**

- 10.9.1 Turnaround time is the time estimated to complete all services as provided in the Contractor's estimate, as approved by the District. The standard turnaround time for all services in the SOW is 48 business hours. Therefore, all repairs must be completed within 48 business hours of the vehicle's delivery to Contractor's vehicle repair facility. In the event that the service time exceeds the turnaround time, the Contractor must notify the District in writing. A new turnaround time must be mutually agreed upon between the Contractor and the District. The District, at its sole discretion, may perform the services themselves or utilize other resources if the new turnaround time is not acceptable to the District. In no case shall a written estimate be received by the District 48 business hours after the vehicle's delivery to the Contractor's repair facility.
- 10.9.2 **Vehicles Awaiting Repair Authorization from District**  
In cases where the Contractor is awaiting repair authorization from the District to proceed with a given repair, turnaround time includes all time from the opening of the work order until District notification of the completion of the work minus the time the Contractor is waiting for authorization from the District to proceed.
- 10.9.3 **Accident, Misuse, Abuse, or Vandalism Repairs**  
If the cost of repair is less than \$2,000, the repair must be completed within 10 calendar days of estimate approval or release from "held for investigation" status. If the cost of repair is \$2,000 or greater, the repair must be completed within 20 calendar days of estimate approval or release from "held for investigation" status. Contractor shall notify VMC verbally or in writing by close of next business day of damage noted when vehicle is delivered to Contractor for repairs.
- 10.9.4 **Major Component Failure**  
The amount of time allowed for these repairs will be decided by the District as a function of the need for the vehicle and the nature of the repair.
- 10.9.5 **Vehicles Exempted by the District**  
In instances where the District decides it is best to temporarily waive vehicle turnaround performance standards, the District will provide the Contractor written notification of this decision including specification of the time period for which these standards will be relaxed.

#### **10.10 Acceptability of Worked Delivered**

All work shall be done in a professional manner and shall be acceptable to the District Project Manager, Fleet Mechanics or authorized designee in accordance with their professional discretion as well as standard industry practices upon receipt of work.

#### **10.11 Parts Retention**

Contractor and all subcontractors shall retain replaced parts for a minimum of sixty (60) days from the date of replacement and tag with repair order information, vehicle number and date so the replaced parts are easily identified and retrievable within one (1) hour of request by District's Project Manager or authorized designee. Contractor may discard such parts after the sixty (60) day period.

#### **10.12 Road Operations Test**

Contractor and all subcontractors shall conduct a road and/or an appropriate operations test on all vehicles and equipment. During the road and/or appropriate operations test, tire condition, tire pressure, windshield wipers etc. must be inspected in accordance with the Department of Transportation and standard industry practices. Vehicles and equipment must be deemed safe to operate by the Contractor and subcontractors prior to being returned to District. The Contractor and subcontractors shall maintain a log of the mileage-out/mileage-in for the road or appropriate operations test. Contractor shall ensure light bars are covered for any on highway use of all District emergency vehicles. In accordance with the Department of Transportation and standard industry practices, Contractor must confirm complaint diagnose, repair, and confirm repair.

#### **10.13 Maintenance Reminder**

Contractor must remind District of maintenance due for any vehicles Contractor repairs. Contractor must affix a maintenance reminder static cling sticker on the inner upper left hand corner of the vehicle windshield. Maintenance reminder sticker must inform District of the date maintenance is due and which type of maintenance will be due. Maintenance reminder sticker specifications must be in accordance with standard industry practices.

#### **10.14 District Vehicle Inspection**

Upon receipt of repaired vehicles and/or components, a Fleet Mechanic is required to verify the quality of work using their professional discretion as well as standard industry practices. Unsatisfactory services must be reported in writing to the District's Contract Administrator.



#### **10.15 Comeback/Rework**

A mechanical comeback is defined as any repair that is required to correct the same noted mechanical/electrical deficiency within six (6) months, 6,000 miles or 100 hours (off-highway) of repair completion (whichever comes first).

Contractor shall incur all expenses, including transportation, for comeback repairs. Unless otherwise specified by the District's Project Manager, VMC, Contractor shall perform corrective work for comebacks within 24 hours of notification. Contractor shall complete corrective rework within five (5) business days. Corrective work shall have the same requirements as the original repair.

#### **10.16 Warranty**

- 10.16.1 All work performed under Contract shall meet or exceed OEM's specifications and shall meet all local, state, and federal laws, regulations and statutes governing such work. Contractor and subcontractor furnished materials, parts, and workmanship shall be free from defects within six (6) months, 6,000 miles or 100 hours (off-highway) of repair completion (whichever comes first), from date of approval of work by District.
- 10.16.2 Contractor and/or its subcontractors must be an Authorized Service Center or a Third-Party Warranty Repair Facility for the following automakers: Dodge, Ford, Chevrolet and Chrysler.
- 10.16.3 All parts warranties shall include the labor to diagnose and replace the failed parts as well as the part itself. Any parts warranties provided by the part manufacturer that exceed the minimums listed here shall be passed through to the District with written notification of such extended warranty made by the Contractor to the District at time of part installation. Contractor shall assume all related costs, including but not limited to, collateral damage, towing, alternate transportation, materials, parts/labor associated to repair of defects under warranty. If Contractor fails to make proper repairs under this warranty, District will deduct the cost of repairs, as determined by District, from existing unpaid invoices or from future invoices submitted by Contractor.

#### **10.17 Contractor's Damages/Cleanup**

- 10.17.1 All such repairs or replacements shall be completed within the

time requirements as approved by District. If Contractor fails to repair or replace damaged property, District will deduct the cost of repairs for such damages, as determined by District. Upon completion of work, Contractor shall remove remaining excess materials from District property. Any dirt or stains caused by the work under Contract shall be cleaned and removed accordingly.

#### **10.18 Security of District's Property**

- 10.18.1 Contractor is responsible for District's property accepted for service. Responsibility entails ensuring reasonable steps are taken to secure District's property from theft or vandalism.

Incidents of theft or vandalism to District's property left in Contractor's care must be reported to the District's Project Manager or authorized designee immediately. Contractor shall notify and report theft/vandalism to local law enforcement.

Contractor may be held liable for the replacement/repair of District's property damaged while under the control of the Contractor due to negligence or poor security. The repair or replacement cost for damage to or loss of District's property shall be deducted from, or credited to District's invoice submitted by the Contractor, as determined by the District's Project Manager or authorized designee.

#### **10.19 Contractor's Contingency Plan**

Contractor shall have a contingency plan in place to address any interruption or reduction in service during the term of the contract due to work stoppages, slowdowns, or Contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required services by whatever means available and shall incur all related costs necessary to provide services as specified in the contract. Should Contractor fail to supply an alternate service, Contractor must inform District of such in writing and District shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

#### **10.20 Sublet/Subcontractor Services**

- 10.20.1 Contractor shall coordinate and be responsible for all sublet services. Contractor may only charge actual invoice cost for all sublet services. Contractor shall assume all liability and responsibility for all services, parts and workmanship

performed by any sublet vendors. All invoices from sublet vendor shall be copied and attached to the corresponding repair order and placed in the vehicle's permanent history file. Contractor shall provide an accurate annual list of subcontract/sublet vendors and their hourly rates for services and shall keep such list current throughout the year.

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all bidders who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

All subcontract/sublet vendors must have the written approval of District's Project Manager or authorized designee prior to use by the Contractor. When requesting approval for sublet vendor, Contractor must provide:

10.20.1.1 Company name, address and ownership information; Justification for the necessity of subletting; Schedule of Rates; Certificate of Insurance as required per Contract; and Any other documentation as may be deemed necessary by District's Project Manager.

## **10.21 Hazardous Materials**

10.21.1 Contractor shall dispose of all hazardous chemicals and other hazardous waste in accordance with current local, state and federal law.

10.21.2 Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with all applicable laws and Environmental Protection Agency (EPA) regulations. Contractor shall hold the District free of liability for all actions of Contractor relating to waste disposal.

10.21.3 Contractor shall be responsible for the disposal of all trash and waste materials resulting from maintenance of District's fleet, in accordance with all applicable rules and regulations.

## **10.22 Record Keeping and Reporting**

### **10.22.1 Contractor Records**

Upon prior notification by the District, the Contractor shall provide authorized District representatives access to all electronic and hard data, books, records, correspondence, etc., and shall provide to the District cost verification for work.

#### **10.22.2 Reference Files and Procedures**

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts, and other information needed to properly service and repair the District's vehicles. This folder shall contain, in chronological order, all work orders, inspection records, and supporting documentation such as towing receipts, sublet receipts, and the like generated on each vehicle. The folder shall also contain the vehicle's make, model, year and serial number, warranty information, and invoice information.

#### **10.22.3 Billing Documentation**

Upon request, the District reserves the right to review additional documentation to be provided by the Contractor prior to paying any disputed portion of an invoice. This documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services.

### **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

11.1 All listings of services used in the Performance Requirements Summary (PRS) (Exhibit C2), are intended to be completely consistent with the Contract, QSMP and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract, QSMP and the SOW. In any case of apparent inconsistency between services as stated in the Contract, QSMP, the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract, QSMP and the SOW, that apparent service will be null and void and place no requirement on Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the District will have the option to apply the following non-performance remedies:

11.1.1 Require Contractor to implement a formal corrective action plan, subject to approval by the District. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an

acceptable level, and monitoring methods to prevent recurrence.

- 11.1.2 Reduce payment to Contractor by the amount based on the deductions/fees to be assessed in the PRS.
  - 11.1.3 Monetary assessment imposed on Contractor by the District's Contract Administrator for documented Contract discrepancies shall be increased twice the amount based on the deductions/fees to be assessed in the PRS in the event the same Contract discrepancy occurs a second time or more.
  - 11.1.4 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
  - 11.1.5 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the District to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the District, shall be credited to the District on the Contractor's future invoice.
- 11.2 This section does not preclude the District's right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.40, Termination for Convenience.



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

## BOARD OF SUPERVISORS

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FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

December 17, 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 AN AGREEMENT WITH SIKORSKY FOR AN EXCHANGE OF SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into an agreement with Sikorsky to display one of our existing S70i Firehawk (Firehawk) helicopters at the Helicopter Association International (HAI) Heli-Expo 2020 conference in Anaheim, California, on January 24, 2020, through January 31, 2020, in exchange for Sikorsky funding additional District staff to attend the scheduled Maintenance Test Pilot training courses in 2020.

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

1. Authorize the Fire Chief, or his designee, to sign an agreement between the District and Sikorsky for the display of one existing Firehawk at the HAI Heli-Expo 2020 conference in Anaheim, California, in exchange for Sikorsky to provide the District with additional scheduled Maintenance Test Pilot training courses in 2020, as well as associated travel costs for District to attend the HAI Heli-Expo 2020.
2. Find that this request is exempt from the provision of the California Environmental Quality Act (CEQA).

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

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES

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

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

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

The District recently purchased two Firehawks from Sikorsky that require District maintenance personnel to receive specialized training to maintain the aircraft. Having additional District helicopter mechanics attend the Maintenance Test Pilot training courses improves aircraft maintenance efficiencies and ensures a higher level of aircraft safety.

In exchange for the District agreeing to provide a Firehawk for display at the HAI Heli-Expo 2020 conference in Anaheim, California, Sikorsky agrees to fund two additional Maintenance Test Pilot training courses. In addition, Sikorsky will also cover all travel and event expenses for District personnel to assist during the event, as well as fuel and maintenance costs to transport the Firehawk.

District staff will physically fly the Firehawk to and from the conference and will also be with the aircraft during the public hours of the conference to answer questions. Sikorsky shall be responsible for securing the Firehawk after hours during the conference.

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

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

### **FISCAL IMPACT/FINANCING**

This agreement will save the District over \$28,000 in expenses for training course for its mechanics, which the District would otherwise incur. Sikorsky will be responsible for covering all travel and event expenses for District personnel to attend and assist during the HAI Heli-Expo 2020, as well as the District's costs to transport the Firehawk, totaling approximately \$18,000.

There is no impact to net County cost.

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

Approval of the recommended actions will enable the District to send additional staff to the scheduled Maintenance Test Pilot training courses, which will improve aircraft maintenance efficiencies and ensures a higher level of aircraft safety.

The need and interest for the display of the Firehawk comes at a crucial time, where wildfires and drought conditions are increasing not only in the State, but worldwide. The District has become the gold standard for other fire departments and we see this as an opportunity to further promote the District and the Firehawk.

Although risk of loss has been allocated to the District to participate in this event, there is adequate insurance coverage to cover any damages to the aircraft. Furthermore, termination

of this agreement by the District is only for good cause and in the event of a catastrophic emergency.

### **ENVIRONMENTAL DOCUMENTATION**

This agreement will not have a significant effect on the environment; therefore, this acquisition is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

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

There will be no impact on current services.

### **CONCLUSION**

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

Consolidated Fire Protection District of Los Angeles County  
Executive Office – Business Operations  
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Zuleyda.Reyes@fire.lacounty.gov](mailto:Zuleyda.Reyes@fire.lacounty.gov)

The District contact may be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:zr

Enclosure

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



1                   **EXCHANGE OF SERVICES AGREEMENT BY AND BETWEEN**  
2                   **SIKORSKY AIRCRAFT CORPORATION AND THE CONSOLIDATED FIRE PROTECTION**  
3                   **DISTRICT OF LOS ANGELES COUNTY**  
4

5                   **THIS AGREEMENT** is made and entered into by and between the Consolidated Fire  
6 Protection District of Los Angeles (hereinafter referred to as the "District") and Sikorsky Aircraft  
7 Corporation ("Sikorsky"). The District and the Sikorsky are hereinafter collectively referred to  
8 as the "Parties."

9                   WHEREAS, Sikorsky has requested that the District display one of its existing S70i  
10 Firehawk (FIREHAWK®) helicopters at the Helicopter Association International (HAI) Heli-  
11 Expo 2020 (Heli-Expo) conference in Anaheim, California on January 28, 2020 through  
12 January 30, 2020 in exchange for Sikorsky funding transportation and staffing costs for District  
13 attendance and funding Maintenance Test Pilot training, to be held at the Los Angeles County  
14 Air Operations in Pacoima, CA, in 2020;

15                   WHEREAS, in exchange for the District agreeing to provide a FIREHAWK®, and  
16 associated staffing, for display at the HAI Heli-Expo 2020 conference in Anaheim, California,  
17 Sikorsky agrees to fund additional Maintenance Test Pilot training (MTP) for two District  
18 employees and cover the costs associated with the transportation and staffing for the  
19 FIREHAWK® to be on display at the Heli-Expo and attendance by District personnel;

20                   WHEREAS, the District purchased two FIREHAWKs from Sikorsky that require District  
21 personnel to receive specialized training to maintain the aircraft. Having District helicopter  
22 pilots trained in maintenance test flights for troubleshooting and return to service improves  
23 aircraft maintenance efficiencies and ensures a higher level of aircraft safety; and

24                   WHEREAS, the parties believe that the fair market value of the exchange of services  
25 agreed to herein is fair and equitable;  
26  
27  
28

1 NOW THEREFORE, it is agreed by and between the Parties to the following:

2 1. **RESPONSIBILITIES OF DISTRICT**

3 a. District will cause the FIREHAWK® to arrive at the Fullerton (KFUL) Airport  
4 ("Airport") on January 23, 2020, no later than 5:00 p.m. Fly time subject to change.

5 b. District will be responsible for the pilot in command to attend a pilot briefing, held  
6 at the Anaheim Convention Center (hereinafter referred to as "ACC") at 8:30am on January 24,  
7 2020.

8 b. District will fly the FIREHAWK® from the Airport to the ACC on January 24, 2020  
9 and back to the Airport once the Heli-Expo ends, with Sikorsky assistance, if needed.

10 c. District staff will assist Sikorsky with the transportation of the FIREHAWK® from  
11 the ACC landing and staging area, into the convention center exhibit area (hereinafter referred  
12 to as the "Hall") as well as its removal from the Hall to the ACC landing and staging area once  
13 the Heli-Expo ends, on January 31, 2020.

14 d. At least three District staff will be present with the FIREHAWK® during the public  
15 hours of the Heli-Expo from 10:30 a.m. to 5:00 p.m. on January 28, 2020, 10:00 a.m. to 5:00  
16 p.m. on January 29, 2020, and 11:00 am to 4:00 p.m. on January 31, 2020, to assist in  
17 displaying the FIREHAWK's capabilities, systems, and equipment for the duration of the  
18 Conference.

19 e. The FIREHAWK® shall remain in the Hall for the duration of the Heli-Expo, which  
20 ends on January 31, 2020.

21 f. The FIREHAWK® will remain under the care and control of the District, including  
22 without limitation, risk of loss during the Heli-Expo Conference.

23  
24 2. **RESPONSIBILITIES OF SIKORSKY**

25 a. If needed, Sikorsky personnel will meet the FIREHAWK® at the Airport on January  
26 23, 2020 and on January 31, 2020, to assist District staff in transporting the FIREHAWK® to  
27 the ACC landing and staging area.  
28

1           b. Sikorsky personnel will be responsible, with the assistance of District staff, for  
2 transporting the FIREHAWK® from the ACC landing and staging area into the Hall on January  
3 24, 2020, as well as its removal from the Hall to the ACC landing and staging area on January  
4 31, 2020;

5           c. Fuel for the aircraft for travel to and from the Conference and the aircraft's total  
6 assurance plan (TAP) operating cost will be reimbursed as a credit to the District's TAP  
7 account by Sikorsky. Total flight time is estimated at thirty (30) minutes round trip to and from  
8 the Conference. Actual flight time, not to exceed one (1) hour, will be reported to Sikorsky with  
9 TAP reporting and these costs will be reimbursed accordingly.

10          d. Sikorsky will provide, at its sole cost, Badges or Day passes, for up to thirty (30)  
11 District personnel to attend the Heli-Expo.

12          e. Sikorsky will provide hotel lodging costs for the duration of the event at the  
13 Anaheim Marriott host hotel, located near the convention center, for five (5) District personnel  
14 assisting with staging of the aircraft during the Heli-Expo. Incidental hotel room charges will be  
15 the responsibility of the District. Such hotel lodging costs will be master billed to Sikorsky  
16 directly from the Anaheim Marriott hotel.

17          f. While the convention center hosting the Heli-Expo has 24-hour security, Sikorsky  
18 shall be responsible for security to guard the FIREHAWK® during the non-public portions of  
19 the Heli-Expo, including set up, from January 24, 2020 through January 31, 2020.

20          g. Sikorsky agrees to provide a pilot and Maintenance Test Pilot course to be held  
21 over a one-week period, described herein (Attachment 1) at the Los Angeles County Air  
22 Operations in Pacoima, CA, to be conducted utilizing the District S70i aircraft in 2020.

### 23           3. **TERMINATION**

24           The District may terminate this agreement for good cause, including but not limited to  
25 the District's operational needs for the FIREHAWK® in the event of a catastrophic emergency  
26 in its jurisdiction, at any point prior to January 22, 2020 at 5:00 p.m.

### 27           4. **GENERAL PROVISIONS**

28           a. New Maintenance Test Pilot training course for the new S70i aircraft as described in  
Attachment 1, will be provided at no additional charge to the District as follows:

i. Maintenance Test Pilot (Difference) training course – two district attendees over a one-week period, described herein (Attachment 1), held at the Los Angeles County Air Operations in Pacoima, CA to be conducted utilizing the District S70i FIREHAWK®.

b. Prior Agreements – This Agreement contains all of the agreements of the parties hereto with respect to this matter. No provision of this Agreement may be amended except by an agreement in writing signed by the parties hereto. This Agreement shall not be effective or binding for any party until fully executed by both parties hereto.

c. Interpretation – No provision of this Agreement is to be interpreted for or against either party because that party drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

d. Waiver – Failure or inability of any party to enforce any right hereunder shall not waive any right to enforce said right in the future.

e. Notices. All notices under this agreement shall be made to the following:

District:

Assistant Fire Chief Derek Alkonis  
12605 Osborne St.  
Pacoima, CA 91331  
Phone: 818-890-5780  
Email: derek.alkonis@fire.lacounty.gov

Sikorsky:

Jeanette L. Eaton  
Regional Vice President, US & Canada  
6 Corporate Drive  
Shelton, CT 06484  
Mail Stop: R208A  
Phone: 203-450-2946  
Email: Jeanette.L.Eaton@lmco.com

## 5. INDEMNITY

a. Sikorsky shall defend, indemnify, and save harmless the DISTRICT, its officials, officers, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of Sikorsky's performance of its obligations under this Agreement.

1           **IN WITNESS WHEREOF**, this Agreement has been executed by each party's  
2 authorized representative.

3  
4           **SIKORSKY AIRCRAFT CORPORATION**

5           **CONSOLIDATED FIRE PROTECTION**  
6           **DISTRICT OF LOS ANGELES COUNTY**

7 By \_\_\_\_\_  
8           Jaclyn Scott  
9           Commercial Systems & Services  
10           Contracts Negotiator

By \_\_\_\_\_  
Daryl L. Osby, Fire Chief

11 DATE \_\_\_\_\_

DATE \_\_\_\_\_

12  
13  
14 APPROVED AS TO FORM

APPROVED AS TO FORM:

15 MARY C. WICKHAM  
16 County Counsel

17 By \_\_\_\_\_

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

**Attachment 1**

**S-70i™ Maintenance Test Pilot Differences Course: Lockheed Martin Proprietary Information**

Sikorsky would provide the S-70i™ Maintenance Test Pilot (MTP) Differences Course for two (2) LACOFD pilots. During the initial course, one (1) instructor pilot would be provided to conduct the course, accommodating two (2) LACOFD pilots. The duration is up to four (4) days and five (5) flight hours per LACOFD pilots, and completed at the Customer's location in Los Angeles, CA.

The MTP Differences Course is designed to familiarize a qualified maintenance test pilot with the maintenance test procedures checklists in order to determine the serviceability of the S-70i™. Training consists primarily of ground checks, flight procedures, and techniques required to safely and properly conduct maintenance test flights. Customer pilots would be trained in accordance with Sikorsky Aircraft's Standard Work. Below is an example of the proposed syllabus and may change prior to training.

Lesson	Subject	Flight Time per Student	Ground Time per Lesson	Briefing Time per Lesson
1	Preflight; all ground checks through HIT check.	None	7.0 hrs.	1.0 hrs.
2	Full MTF Demo, short vibration checks, (Basic FDDCP, Auto RPM, MAX PWR).	1.2 hrs.	2.0 hrs.	1.5 hrs.
3	2nd MTF Demo, short vibration checks, (Full FDDCP, Auto RPM, MAX PWR).	1.2 hrs.	2.0 hrs.	1.5 hrs.
4	Full 1/P data acquisition flight (Basic FDDCP, Auto RPM, MAX PWR) IVHUMS HIT and IVHUMS ENG Checks.	1.3 hrs.	2.0 hrs.	1.5 hrs.

Lesson	Subject	Flight Time per Student	Ground Time per Lesson	Briefing Time per Lesson
5	Avionics check flight; all BIT checks, all FD modes, VOR accuracy, ILS from 45° intercept and Max PWR.	1.3 hrs.	2.0 hrs.	1.5 hrs.
	<b>Total Time</b>	<b>5.0 hrs.</b>	<b>15.0 hrs.</b>	<b>7.0 hrs.</b>

## Notes and Assumptions

### Training

Customer Pilots must have a current commercial helicopter certificate with instrument rating, or military equivalent, for a turbine helicopter.

Customer Pilots must have a good safety record and current unrestricted flight medical certificate.

Customer flight documents must be presented in English, or translated for review, to ensure approvals are in place prior to training.

Customer Pilots must have completed a Sikorsky Aircraft S-70i™ Pilot Initial Course, or if Customer pilots are previously qualified in S-70A/L aircraft, the S-70i™ Pilot Transition Course (academics, flight simulator and flight training).

Customer Pilots must be a graduate from a UH-60/S-70 military or foreign/commercial equivalent Maintenance Test Pilot Course, or have been designated by the Customer to support flight as an MTP or FCF Pilot.

1 MTP Transition Course prerequisites:

- 2
- 3 1. 2000 flight hours in the UH-60/S-70.
  - 4 2. 1000 PIC flight hours in the UH-60/S-70.
  - 5 3. 100 MTP flight hours in UH-60/S-70.

6 Training Completion Criteria

7 Customer pilots must meet the basic requirements for the flight training syllabus and be present for training each  
8 scheduled training day.

9

10 Upon successful completion of the flight training, Sikorsky shall submit a Certification of Completion to the  
11 Customer's designated representative. Customer Pilots must have a minimum attendance of 95% and  
12 successfully complete all examinations and practical task assignments in order to receive the Certificate of  
13 Completion.

14

15 Designation and or qualification of Customer Pilots as aircraft Maintenance Test Pilot are the sole responsibility  
16 of the Customer.

17

18 General Training Requirements

19

20 Language Requirements: Training will be conducted in English. All written materials will be in English. It is  
21 recommended that all Customer Pilots be able to read, write and communicate in English to International Civil  
22 Aviation Organization (ICAO) Level 4 English language proficiency standards. A translator would be required  
23 per each training aircraft. Example, if six pilots are training, utilizing three training aircraft, three translators  
24 would need to be hired.

25

26 Location of Training: If the training will take place at other than a Sikorsky facility, a training site survey must be  
27 completed and approved by the Sikorsky Director of Flight Operations. Further, training will take place only  
28 when all requisite support equipment, including aircraft, is available at the training site. It is mandatory to have



1 access to an airport, airfield of sufficient length to provide safe practice of emergency procedures, to include  
2 simulated engine failures, hydraulics, flight control emergencies, etc. Heliports are not sufficient for flight  
3 training. Additionally, the site survey must ensure there is sufficient safety oversight at the training facility.

4  
5 Allowable training: All training shall be in accordance with current U. S. State Department approvals and  
6 provisos. Accordingly, training will be limited to aircraft and subsystem operation and maintenance. No  
7 doctrine, mission tactics, techniques, or procedures will be included in the instruction.

8  
9 The ratio of Customer Pilots to Instructors for Flight training is two (2) to one (1).

10 Course length: Pilot training courses are presented as a standard course length, based upon the Sikorsky  
11 Aircraft standard work and syllabus. The course lengths are a “not to exceed” and are adjusted based upon  
12 Customer pilot proficiency. Should a Customer pilot require more time, course lengths may be increased  
13 upon request. This may require an amendment to the contract.

14  
15 Proprietary Information: Sikorsky does not allow the Buyer to make audio or video recordings of training  
16 courses. Sikorsky syllabus and curriculum documents are proprietary and not for replication or issue.

17  
18 **General Requirements**

19  
20 **Schedule/Period of Performance**

21  
22 All scheduled work shall be based on a five (5) day, work week (subject to the laws and customs of host country)  
23 not including travel. Sikorsky Pilot crew duty must be maintained in accordance with Sikorsky Policy and crew  
24 rest and duty procedures. The work week shall not exceed 56 hours unless express, written approval is requested  
25 by the Customer, and approved by the Sikorsky Director of Flight Operations.

Any delays resulting from contracting, weather, availability of aircraft or students, parts, consumables, facilities, students, or other is the Customer's responsibility, and any resulting schedule extension or an increase in resources during the proposed period of performance would require a contract amendment.

#### Liability and fiscal responsibilities

The customer shall retain all ground and flight risk during training, test, and maintenance, unless otherwise negotiated by contract and approved by Sikorsky Contracts.

All expenses related to Sikorsky pilot support to the contracted support include, but not limited to, fuel, maintenance, spare parts, insurance, landing fees, and other related expenses for Customer Pilots and other personnel shall be borne by the Buyer.

Training, Flight test and Return to Service flight(s) shall be accomplished during day Visual Flight Rules (VFR) conditions. If seasonal weather is less than VFR (VFR defined as ceilings greater than 1000 feet and greater than 3 miles visibility) a longer period of flight training will be required for completion. Adjustments to increase time with the Buyer will be determined upon local circumstances and is at the discretion of the Sikorsky's Pilot. Night or Night Vision Goggle training will utilize the same VFR ceiling and visibility restrictions.

Sikorsky pilots cannot certify equipment is ready for installation (RFI) or flight worthy when training is complete. Certification of the equipment as RFI and aircraft is the responsibility of the Customer Quality Assurance inspectors.

Use of Sikorsky pilots for Customer's organizational aircraft readiness (example use as MTP for unscheduled or scheduled maintenance activities while training is ongoing) must be pre-negotiated as part of the sales contract or as an amendment to that contract.

#### Customer Facilities

1 When Sikorsky pilots are supporting contracted requirements in the host country, the Customer will make  
2 available for Sikorsky's Pilots use during the training, the following items of equipment / facilities that shall  
3 remain in the custody of the Customer:

- 4
- 5 • Documentation and clearance to allow the Sikorsky's Pilot(s) to be seated at the flight controls in the  
6 aircraft for all acceptance flights, return to service flights, training or services in accordance with the host  
7 nation laws and regulations.
- 8 • Documentation and clearance (military or civil aviation) to allow the Sikorsky's Pilot(s) to conduct  
9 Customer's aircraft Maintenance Operational Checks (MOCs) and Maintenance Test Flights (MTFs) in  
10 order to facilitate acceptance, return to service or flight training activities.
- 11 • Documentation and clearance to allow Sikorsky's Pilot(s) access to necessary facilities.
- 12 • Access to operating areas and navigation aids compatible with the aircraft installed systems, to verify  
13 operation of avionics suite and flight training.
- 14 • Customer furnished flight equipment, to include NVGs, helmets, ICS Cords, headsets, survival vests, etc.
- 15 • Releasing Sikorsky Pilot credentials or documents to customers:
  - 16 • All Pilot credentials, resumes, etc., will be transmitted to "The Authority" via secure customer  
17 DocPak, and an email containing that DocPak location be sent to the customer for retrieval.
  - 18 • Pilot Office will submit these document photo copies with redacted personal / sensitive  
19 information (residence addresses) before placing them into DocPak.
  - 20 • Security and Safety
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28



## COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

### 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

December 17, 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,

### **APPROVE THE ACCEPTANCE OF REBATE FUNDS FROM THE CALIFORNIA WATER SERVICE-WATER CONSERVATION REBATE PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT (4-VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to accept rebate funds from the California Water Service (CWS)-Water Conservation Rebate Program in the amount of \$101,780 to procure a Pump Pod DRAFTS Unit (DRAFTS Unit). The DRAFTS Unit will allow the District to save water and help protect the environment while performing annual pump testing of the District's 283 firefighting apparatus e.g., fire engines, and quints (combination fire engine and ladder trucks). Procurement of this unit allows the District to help meet the annual National Fire Protection Association (NFPA) 1911, compliance requirements for pump testing.

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

1. Authorize the Fire Chief, or his designee to accept rebate funds from the CWS-Water Conservation Rebate Program in the amount of \$101,780 to procure a Pump Pod DRAFTS Unit. CWS services the District headquarters and the Eastern Fleet Shop.

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

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES

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

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

2. Approve and delegate authority to the Fire Chief, or his designee, to execute any rebate agreement and all future amendments, extensions, augmentations, and request for reimbursement to meet the conditions of the rebate award.
3. Approve an Appropriation Adjustment in the amount of \$102,000 increasing the Executive Budget Unit's Capital Assets-Equipment appropriation by \$102,000.
4. Find that this purchase is exempt from the provision of the California Environmental Quality Act (CEQA).

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

CWS-Water Conservation Rebate Program will be used to procure one DRAFTS Unit which is a "Water Re-circulator" specifically manufactured for fire departments. The DRAFTS Unit will allow the District to save water and help protect the environment while performing annual pump testing of the District's 283 firefighting apparatus e.g., fire engines, and quints (combination fire engine and ladder trucks). Procurement of this unit allows the District to help meet the annual National Fire Protection Association (NFPA) 1911, compliance requirements for pump testing.

The 10 foot mobile DRAFTS Unit will provide the ability to re-circulate the vast majority of the water used to perform apparatus pump testing. The Mobile aspect will allow the District flexibility to perform testing anywhere as oppose to being restricted to an underground pit. Pump testing procedures utilize NFPA 1911, Pump Testing Guidelines which involves the need to flow millions of gallons of water in order to perform this test. It will also help change the perception that water is being wasted and prevent high volume "dry-weather" run-off from reaching the sewer, storm drain, or surrounding watersheds, which helps our city/county with storm water plans. The DRAFTS Unit innovative design and rigid construction uses the same (1,890 USG) tank of water to be pumped continually, literally saving millions of gallons each year. The Unit can re-circulate, recycle, and will store water to maintain its cleanliness for future testing purposes without exposing equipment to compromising substances.

By being a self-contained mechanism, less testing time is required to complete pump testing procedures. This unit is fully equipped with all the necessary tools to perform its function. The existing procedure requires emergency firefighting apparatus to travel significant distances to a vendor's facility, which compromises the availability of emergency services. The unit's mobility eliminates the need for continuing to hire costly vendor, allowing sworn personnel to conduct the same service and testing in the convenience of their fire stations in less time.

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

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operation Effectiveness, Fiscal Responsibility and

Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

Following your Board's approval of the recommended Appropriation Adjustment in the amount of \$102,000 the rebate will increase the Executive Budget Unit's Capital Assets-Equipment appropriation by \$102,000. The entire purchase cost of the DRAFT Unit will be covered one hundred percent by the rebate. There is no cost share or matching funds requirement. The rebate is fully funded by the CWS-Water Conservation Rebate Program. There is no impact to County cost.

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

CWS offers a rebate incentive via their Conservation Rebate Program for the purchase of a DRAFTS Unit in order to conserve water. Fire departments within CWS's service area are eligible for this rebate program.

### **ENVIRONMENTAL DOCUMENTATION**

The DRAFTS Unit is exempt from the CEQA as it will not result in a direct or reasonable foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA guidelines.

### **CONTRACTING PROCESS**

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

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

Approval of the recommended actions will enable the District to procure a mechanism to maintain emergency response vehicles pump equipment in proper and safe operating condition and help meet compliance with the recommended annual performance testing of fire pumps per NFPA 1911, while saving the District thousands of dollars annually by utilizing vendors.

**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachment to the following office:

Consolidated Fire Protection District of Los Angeles County  
Executive Office  
1320 North Eastern Avenue  
Los Angeles, CA 90063

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

Respectfully submitted,

DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:ve

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

November 25, 2019

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2019-20

4 - VOTES

SOURCES		USES	
FIRE DEPARTMENT - EXECUTIVE BUDGET UNIT DA1-FR-94-9731-40100-40129 REIMBURSEMENT OF EXPENSE INCREASE REVENUE		FIRE DEPARTMENT - EXECUTIVE BUDGET UNIT DA1-FR-6030-40100-40129 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION	
	102,000		102,000

SOURCES TOTAL

\$ 102,000

USES TOTAL

\$ 102,000

JUSTIFICATION

The Budget Adjustment is to recognize new revenue from the California Water Services - Water Conservation Rebate Program to fund Capital Assets - Equipment for the Executive Budget Unit to procure a Direct Recirculating Apparatus Firefighting Training and Sustainability (DRAFTS) Unit.

AUTHORIZED SIGNATURE

ADRIAN LI, ASM III, FMD

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE



**BOARD LETTER/MEMO – FACT SHEET  
PUBLIC SAFETY CLUSTER**

<b>PUBLIC SAFETY CLUSTER AGENDA REVIEW DATE</b>	12/4/2019	
<b>BOARD MEETING</b>	12/17/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	3	
<b>DEPARTMENT</b>	Fire Department	
<b>SUBJECT</b>	Fire Camp 13 Life Safety Improvements Project - Approval of Change Order	
<b>PROGRAM</b>	Fire Camp 13 Life Safety Improvements Project, Capital Project No. 87158	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$250,000 Not-to-exceed cost	Funding source: The proposed Project is fully funded with NCC
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approve the Fire Camp 13 Life Safety Improvements Project - Approval of Change Order, Capital Project No. 87158 with a not-to-exceed cost of \$250,000 for the change order.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>During the refurbishment and testing of the existing onsite wastewater treatment system, multiple unforeseen conditions were encountered: the programming of the existing Programmable Logic Controller was blocked and was not accessible despite multiple attempts, and required the writing and installation of new programming; the existing Programmable Logic Controller panel did not have enough input/output modules and required the installation of additional modules; many submerged areas of the tank's shell were excessively corroded and needed repairs or replacement; the existing submerged pipes were damaged and needed to be replaced; and various existing pieces of equipment such as pumps, diffusers, dissolved oxygen sensors, ultrasonic level transducers, air blower and motor, and valves failed during the testing phase of the onsite wastewater treatment system and needed to be replaced.</p> <p>The necessary repairs and replacement of the equipment required that the temporary wastewater pumping and disposal system be left in place and operated by the contractor much longer than anticipated. The continuation of temporary wastewater pumping was a necessary and unavoidable situation, since a serious and hazardous biological waste emergency would have developed at the Camp without it. This change order is to address those additional wastewater pumping and disposal costs.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Alicia Ramos, Project Manager, (626) 300-2344, <a href="mailto:aramos@dpw.lacounty.gov">aramos@dpw.lacounty.gov</a> Alex Bajarias, Senior Analyst, (213) 974-4263, <a href="mailto:abajarias@ceo.lacounty.gov">abajarias@ceo.lacounty.gov</a>	

December 17, 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:

**CONSTRUCTION CONTRACT  
PUBLIC BUILDINGS CORE SERVICE AREA  
FIRE CAMP 13 LIFE SAFETY IMPROVEMENTS PROJECT  
APPROVAL OF CHANGE ORDER FOR  
ADDITIONAL PUMPING AND DISPOSAL OF WASTEWATER  
SPECS. 7164; CAPITAL PROJECT NO. 87158  
(SUPERVISORIAL DISTRICT 3)  
(4 VOTES)**

**SUBJECT**

Approval of the recommended actions will authorize the Department of Public Works, acting on behalf of the Consolidated Fire Protection District, to execute a change order with MMC, Inc. for additional pumping and disposal of wastewater for the Fire Camp 13 Life Safety Improvements project.

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

1. Find that the recommended actions are within the scope of the previously approved exemption to the California Environmental Quality Act for the Fire Camp 13 Life Safety Improvements Project for the reasons stated in this letter and in the record of the project.
2. Approve a change order and authorize the Director of Public Works or his designee to take all actions necessary to execute the change order with MMC, Inc. for the additional pumping and disposal of wastewater for a not-to-exceed amount of \$250,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find the recommended actions within the scope of the previous exemption finding under California Environmental Quality Act (CEQA) and authorize the Director of Public Works or his designee to execute a change order with

MMC, Inc. to provide services to pump and dispose of additional wastewater for the Fire Camp 13 Life Safety Improvements project construction.

### Background

Fire Camp 13 is located at 1250 South Encinal Canyon Road in the City of Malibu. The Fire Camp 13 Life Safety Improvements project consisted of the design and construction of a new 8-inch domestic potable water line to provide the camp sufficient potable water supply to remain operational; improvements to the existing onsite wastewater treatment system to operate more efficiently and meet the regulatory agencies requirements; and installation of a new generator and various electrical upgrades to supply sufficient uninterrupted power to all the facilities at the Camp. In order to perform the refurbishment of the existing onsite wastewater treatment system, a temporary wastewater pumping and disposal system was installed at the Camp to pump and dispose of the wastewater.

During the refurbishment and testing of the existing onsite wastewater treatment system, multiple unforeseen conditions were encountered: the programming of the existing Programmable Logic Controller was blocked and was not accessible despite multiple attempts, and required the writing and installation of new programming; the existing Programmable Logic Controller panel did not have enough input/output modules and required the installation of additional modules; many submerged areas of the tank's shell were excessively corroded and needed repairs or replacement; the existing submerged pipes were damaged and needed to be replaced; and various existing pieces of equipment such as pumps, diffusers, dissolved oxygen sensors, ultrasonic level transducers, air blower and motor, and valves failed during the testing phase of the onsite wastewater treatment system and needed to be replaced.

The necessary repairs and replacement of the equipment required that the temporary wastewater pumping and disposal system be left in place and operated by the contractor much longer than anticipated. The continuation of temporary wastewater pumping was a necessary and unavoidable situation, since a serious and hazardous biological waste emergency would have developed at the Camp without it. This change order is to address those additional wastewater pumping and disposal costs.

The unforeseen conditions that caused the extended duration of the pumping and wastewater disposal consisted of items that were the responsibility of both the County and the contractor. The total cost of the additional pumping and disposal of wastewater has been negotiated between Public Works and the contractor for a not-to-exceed cost of \$250,000, which Public Works has determined is a fair and reasonable cost for this additional work apportioned to the contractor.

#### Green Building/Sustainable Design Program

The project supports the Board's Green Building/Sustainable Design Program by upgrading the existing potable water system at Fire Camp 13, which will provide sufficient, clean, and safe potable water for the camp staff and inmates.

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

The County Strategic Plan directs the provisions of Goal II, Foster Vibrant and Resilient Communities, Strategy II.3, Make Environmental Sustainability our Daily Reality and Objectives II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies, and II.3.2 Foster a Cleaner, More Efficient, and More Resilient Energy System. The project allows the installation of a new water line to improve significantly the potable water supply and the refurbishment of the existing onsite wastewater system to improve significantly the treated wastewater.

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

This project was adopted by the Board with a total project budget of \$4,660,000 on March 8, 2017. Sufficient funds are available within the Board-approved project budget to fund the recommended action.

The project is fully funded with net County cost. Sufficient funding is available for the recommended action in the Fiscal Year 2019-20 Capital Projects/Refurbishment Budget, Capital Project No. 87158.

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

The construction contract previously executed with MMC, Inc. contains terms and conditions supporting the Board's ordinances, policies, and programs.

#### **ENVIRONMENTAL DOCUMENTATION**

The Board previously approved the project and found the project categorically exempt from the provisions of CEQA pursuant to Section 15301(a) and Section 15302(c) of the State CEQA Guidelines and Class 2(e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The additional pumping and disposal of wastewater is within the scope of impacts analyzed and exempted in the previously approved categorical exemptions. The scope in the previously categorically exempted actions included the improvements of the

The Honorable Board of Supervisors  
December 17, 2019  
Page 4

existing onsite wastewater treatment system, which involved the installation of a temporary system to pump and dispose of the wastewater. The delays in the project has resulted in this temporary wastewater pumping and disposal system being left in place longer than initially scheduled.

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

Approval of the recommended actions will have no impact on current County services or projects.

**CONCLUSION**

Please return one adopted copy of this letter to the Chief Executive Office, Capital Programs Division and the Department of Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA  
Director of Public Works

MP:AKM:cg

c: Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Fire Department  
Department of Public Social Services (GAIN/GROW Program)

**BOARD LETTER/MEMO – FACT SHEET  
PUBLIC SAFETY CLUSTER**

<b>PUBLIC SAFETY CLUSTER AGENDA REVIEW DATE</b>	12/4/2019	
<b>BOARD MEETING</b>	12/17/2019	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	4	
<b>DEPARTMENT</b>	Fire Department, Sheriff Department	
<b>SUBJECT</b>	Marina Del Rey Public Safety Dock Replacement project	
<b>PROGRAM</b>	Marina Del Rey Public Safety Dock Replacement project, Capital Project No. 87338	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$8,622,000	Funding source: Marina Del Rey Public Safety Dock Replacement project, Capital Project No. 87338
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Find the Marina Del Rey Public Safety Dock Replacement project exempt from the California Environmental Quality Act (CEQA), establish, and approve the project.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>Due to age, heavy storms, and rain events, the current floating dock system has deteriorated to a point where the docks are unstable. Additionally, the current Marina Del Rey Public Safety Dock does not adequately support the current operational needs of either Fire or Sheriff. The proposed Marina Del Rey Public Safety Dock Replacement project will include a full concrete floating dock replacement with a new guide pile system and new Americans with Disabilities Act compliant gangway. The existing dock will be increased from 11,000 to 15,000 sq ft. The new dock facility will serve as the foundation for the Lifeguard Division's new single-story 30' x 70' dock house of approximately 2,100 square feet as well as the Sheriff Department's new single-story 31' 6" x 41' dock house of approximately 1,292 square feet. Each dock house facility will include new restrooms with showers that are compliant with current codes, new office areas with doors, storage rooms, lockers, paint, flooring, electrical and data outlets for phone and lighting, and heating and ventilation systems.</p> <p>We will return to the Board at a later date to recommend approval of the total project budget and award of the contract to a Design Builder.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Logan Frame, Senior Capital Projects Manager, (626) 300-3258, <a href="mailto:lframe@dpw.lacounty.gov">lframe@dpw.lacounty.gov</a> Matthew Diaz, Principal Analyst, (213) 974-4260, <a href="mailto:mdiaz@ceo.lacounty.gov">mdiaz@ceo.lacounty.gov</a> Alex Bajarias, Senior Analyst, (213) 974-4263, <a href="mailto:abajarias@ceo.lacounty.gov">abajarias@ceo.lacounty.gov</a>	

December 17, 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:

**PUBLIC BUILDINGS CORE SERVICES AREA  
MARINA DEL REY PUBLIC SAFETY  
DOCK REPLACEMENT PROJECT  
CATEGORICAL EXEMPTION  
ESTABLISH CAPITAL PROJECT  
SPECS. 7399; CAPITAL PROJECT NO. 87338  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed Marina Del Rey Public Safety Dock Replacement project exempt from the California Environmental Quality Act; and establish the Marina Del Rey Public Safety Dock Replacement project, Capital Project No.87338.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Marina Del Rey Public Safety Dock Replacement project is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the Marina Del Rey Public Safety Dock Replacement project, Capital Project No. 87338.

**PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will find the Marina Del Rey Public Safety Dock Replacement project exempt from the California Environmental Quality Act (CEQA), establish, and approve the project.

### **Project Description and Background**

The Marina Del Rey Public Safety Dock Facility is located at 13851 Fiji Way, Marina Del Rey, CA 90292, behind the County of Los Angeles, Beaches and Harbors' office. The facility is made up of two components: a shared land-based facility utilized by the Department of Beaches and Harbors and the Sheriff Department for the Marina Del Rey Sheriff station; and a waterside dock utilized by the Lifeguard Division of the Fire Department and the Sheriff Department's Harbor Patrol Unit and storage. The Lifeguard Division maintains an existing houseboat within one of the existing boat slips. The Harbor Patrol Unit maintains patrol vessels and approximately 1,393 square feet of miscellaneous equipment storage space. It also operates a public access dock and an impound boat slip.

Due to age, heavy storms, and rain events, the current floating dock system has deteriorated to a point where the dock is unstable. The interlocking system which has electrical conduits and other utilities running through it is falling apart, compromising the electrical system to the docks and requiring its replacement. Additionally, the Lifeguard house boat is deteriorating and is too small for the needs of the Fire Department. The Sheriff Department is sharing space on land with the Department of Beaches and Harbors. The Sheriff Department's shared facility houses personnel and provides both land and water-based patrol services. The current facilities do not support current operational needs of the station or the Harbor Patrol Unit. As a result, essential patrol equipment is stored land-side in the Sheriff's station, then hand-carried for each shift by Harbor Patrol personnel through a portion of the property and a gangway to the docks and patrol vessels.

The proposed Marina Del Rey Public Safety Dock Replacement project will include a full concrete floating dock replacement with a new guide pile system and new Americans with Disabilities Act compliant gangway. The existing dock covers an area of approximately 11,000 square feet over water; the replacement dock will cover an area of approximately 15,000 square feet over water. The new dock facility will serve as the foundation for the Lifeguard Division's new single-story 30' x 70' dock house of approximately 2,100 square feet as well as the Sheriff Department's new single-story 31' 6" x 41' dock house of approximately 1,292 square feet. Each dock house facility will include new restrooms with showers that are compliant with current codes, new office areas with doors, storage rooms, lockers, paint, flooring, electrical and data outlets for phone and lighting, and heating and ventilation systems. The project also includes the replacement and relocation of approximately 1,600 square feet of perimeter dock equipment lockers, which includes a 510 square foot dock storage enclosure, and replacement of the existing land-based fuel piping supply system with new piping running to a new replacement dock fueling dispenser to be located in approximately the same area. The project also includes



a docked vessel sewage disposal system as requested by the California Coastal Commission.

Scoping documents and jurisdictional approvals for the project are currently in process.

It is anticipated that construction of the project will begin in March 2021 and be substantially completed by October 2021. We will return to the Board in the spring of 2020 to recommend award of a design-build contract and approval of the total project budget.

### **Green Building/Sustainable Design Program**

The proposed project will support the Board's Sustainable Design Program by using new building materials, energy efficient light fixtures and mechanical equipment. There will be savings due to a reduction in electricity consumption as a result of the sustainable building elements included in the design.

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

The Countywide Strategic Plan directs the provision of Strategy II.2.2 – Expand Access to Recreational and Cultural Opportunities, and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions help to achieve these goals by converting and improving an existing structure which will provide centralized services for a quicker response to the community, and help by promoting active and healthy lifestyles for users of the recreational areas.

### **FISCAL IMPACT/FINANCING**

The total cost for the Marina Del Rey Public Safety Dock Replacement project is currently estimated at \$8,622,000, including design, construction, change orders, consultant services, miscellaneous expenditures and County services. There is currently sufficient funding appropriated in Capital Project No. 87338, Marina Del Rey Public Safety Dock Replacement project to fund pre-design activities. Upon completion of the design-build solicitation process, we will return to the Board to seek approval of the total project budget and for the award of a design-build contract to the selected Design Builder.

### **Operating Budget Impact**

There are no currently identified impacts to the operating budgets of the Fire or Sheriff Departments as a result of the recommended actions. However, these departments, in collaboration with the Chief Executive Office, will work to identify any potential operating budget impacts as a result of the proposed project prior to award of a design-build contract.

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

The proposed project is subject to the Board's Civic Art Policy amended on August 11, 2015. The amount of funding for Civic Art will be identified when we return to the Board to approve a total project budget.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, and updated on June 11, 2019, the project will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by either a Qualified Tier 1 or Tier 2 Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed improvements included in the Marina Del Rey Public Safety Dock Replacement project involve the rehabilitation of a deteriorated facility with negligible or no expansion of use, replacement of existing facilities, and are categorically exempt from the provisions of CEQA. The actions are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301 (d), (e), (f), and (l), and Section 15302 (c) of the State's CEQA Guidelines and Classes 1 (c) and (g), and Class 2 (a) and (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on project records, it will comply with all applicable regulations and is not in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

Public Works utilized one of its previously Board-approved as-needed consultants to prepare the scoping documents. The project design and construction will be completed using the design-build delivery method. We will return to your Board at a future date to recommend award of a contract to a Design Builder.

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

Approval of the recommended actions will have no impact on current County services or projects.

### **CONCLUSION**

Please return one adopted copy of this letter to the Chief Executive Office, Capital Programs Division, Fire Department, Sheriff Department, and the Department of Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA  
Director of Public Works

MP:AKM: cg

Enclosure

c: Chief Executive Office (Capital Programs Division)  
County Counsel  
Department of Arts and Culture  
Executive Office  
Fire Department  
Sheriff's Department  
Internal Services Department  
Department of Public Social Services (GAIN/GROW Program)



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242

(562) 940-2515



**TERRI L. McDONALD**

Chief Probation Officer

December 17, 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:

**REQUEST APPROVAL OF APPROPRIATION ADJUSTMENT TO TRANSFER  
\$336,000 FROM THE CHIEF INFORMATION OFFICER'S (CIO) INFORMATION  
TECHNOLOGY (IT) LEGACY MODERNIZATION FUND TO PROBATION'S  
FISCAL YEAR (FY) 2019-20 SERVICES AND SUPPLIES APPROPRIATION**

**ALL SUPERVISORIAL DISTRICTS  
(4 VOTES)**

## **SUBJECT**

The Probation Department (Probation) requests Board of Supervisors' (Board) approval for an appropriation adjustment to transfer \$336,000 from the Chief Information Officer's (CIO) Information Technology (IT) Legacy Modernization Fund to Probation's Fiscal Year (FY) 2019-20 operating budget. The funding will be used for a consultant to perform business analysis and project management to facilitate acquisition of a replacement pretrial case management system with an adaptable technology platform to meet evolving requirements driven by bail reform.

## **IT IS RECOMMENDED THAT THE BOARD:**

Approve the attached appropriation adjustment to transfer \$336,000 from the CIO's IT Legacy Modernization Fund to Probation's operating budget for an IT consultant.

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

Bail reform is coming to California through a combination of case law, legislation, and judicial policymaking. The final rules and guidelines for bail and pretrial release are unknown, but the direction is to use a risk-based approach for pretrial release decisions and unlink pretrial release from the ability to post bail.

The California Judicial Council, the Los Angeles County Superior Court, and Probation are collaborating on a pilot initiative to test a risk-based approach to pretrial release and reduce reliance on money bail. In parallel to the pilot, the California Supreme Court will review *IN RE: KENNETH HUMPHREY, on Habeas Corpus*, regarding the constitutionality of money bail, and the legislature passed and Governor Brown signed *SB 10 Pretrial release or detention: pretrial services*, which is pending a voter referendum.

Bail reform is expected to increase the demand for Probation Pretrial Services. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations cannot rapidly adapt to fast-changing business requirements. To reduce technical risk and establish a flexible platform that will support system changes driven by court cases, legislation, and policymaking, Probation must replace its pretrial technology, which is based on a combination of outdated Microsoft FoxPro and mainframe technologies.

Probation requires the services of a consultant to assess current- and future-state operations and technologies and develop a statement of work for acquisition of a modern, flexible, market-based pretrial case management solution. Probation has collaborated with the Internal Services Department to use its Information Technology Support Services Master Agreement to contract with a consultant to perform business analysis and project management for the project. Due to the urgency of modernizing the technology, Probation engaged a consultant starting in September 2019, using its existing services and supplies appropriation, in anticipation of the legacy funding program backfilling Probation's appropriation.

## **Implementation of Strategic Plan Goals**

The recommended action furthers the Board-approved County Strategic Plan Goals of Realize Tomorrow's Government Today (Goal III) by:

- Enhancing Information Technology platforms to securely share and exchange data (Strategy III.2.1) throughout the Los Angeles County criminal justice system.
- Prioritizing and implementing technology initiatives that enhance service delivery and increase efficiency (Strategy III.2.1).

- Implementing evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems (Strategy I.1).

### **FISCAL IMPACT/FINANCING**

The cost of services provided by the consultant is not to exceed \$336,000. The County's IT Investment Board approved using the IT Legacy Modernization Fund to pay for these services. Approval of the attached appropriation adjustment will transfer funding from the Committed for IT Enhancements account to Probation's Services and Supplies appropriation.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

There are no legal requirements or prohibitions to this recommended action.

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

The consultant business analyst and project manager will expedite acquisition of a market-based pretrial case management solution that can support pretrial services and adapt to changing requirements as bail reform unfolds. The system will ensure Probation has the ability to track client activity, produce management reports, and assess outcomes.

Respectfully submitted,

TERRI L. McDONALD  
Chief Probation Officer

TLM:RS:jg

c: Executive Officer  
Chief Executive Office  
County Counsel

PINK

BA FORM 03/13

BOARD OF  
SUPERVISORS  
OFFICIAL COPY

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

DEPT'S.  
NO. 640

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFOR****FY 2019-20****4 - VOTES****SOURCES**

GENERAL FUND  
A01-3052  
COMMITTED FOR IT ENHANCEMENTS - \$336,000  
DECREASE OBLIGATED FUND BALANCE

**USES**

PROBATION - FIELD SERVICES  
A01-PB-2000-17000-17300  
SERVICES & SUPPLIES - \$336,000  
INCREASE APPROPRIATION

**SOURCES TOTAL: \$ 336,000****USES TOTAL: \$ 336,000****JUSTIFICATION**

Reflects an increase in appropriation in Services and Supplies for Field Services from the Committed for IT Enhancements account for consulting and project management services.

AUTHORIZED SIGNATURE GINA BYRNES, CHIEF FINANCIAL OFFICER

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR ---

☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

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

20

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

20



**TERRI L. McDONALD**  
Chief Probation Officer

# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



December 17, 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 FOR INCIDENTAL EXPENSES IN EXCESS OF \$5,000 FOR THE 2020 SUCCESS IS OUR FUTURE ACADEMIC ACHIEVEMENT AWARDS CEREMONY**

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

### **SUBJECT**

The County of Los Angeles Probation Department is seeking approval to fund expenses incurred at the 2020 Success is Our Future Academic Achievement Awards Ceremony, which will be held on May 14, 2020, at the Almansor Court in the City of Alhambra.

### **IT IS RECOMMENDED THAT YOUR BOARD**

Authorize the Chief Probation Officer to work with the Director of Internal Services to allocate a not-to-exceed purchase order in the amount of \$30,000 for food and related costs for the 2020 Success is Our Future Academic Achievement Awards Ceremony (Ceremony).

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

Approval of the recommended actions will allow the County of Los Angeles Probation Department (Probation) to work with the Internal Services Department (ISD) to allocate a not-to-exceed purchase order in the amount of \$30,000 for food and related costs for the Summit. Board approval is required for incidental expenditures in excess of \$5,000. (L.A.C.C. §5.40.097)

The Ceremony will provide resources, networking opportunities, and financial support to older youth, which will improve self-sufficiency outcomes and assist them as they move forward into



college and ultimately, higher education. This is an annual ceremony that is part of the state-mandated System Improvement Plan (SIP) goals, which include increasing permanency and self-sufficiency for transition-aged youth. Past ceremonies have assisted many youths in not only graduating from college, but going on to achieve higher degrees. The main focus of the Ceremony is to acknowledge, celebrate, and reward the academic achievement of Probation foster youth in Los Angeles County and to honor these youth with scholarships and monetary awards for college. Invited guests include representatives from the Superior Court, Los Angeles County Office of Education, Public Defender's Office, District Attorney's Office, group home providers, parents and friends. Highlights of the event include talents displayed by current and former Probation foster youth, guest speakers, presentations of scholarships, and media presentation.

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

The recommended action is consistent with Countywide Strategic Plan Goal #1, Operational Effectiveness, and Goal #3, Integrated Service Delivery.

### **FISCAL IMPACT/FINANCING**

The estimated total cost of the event is \$30,000. Approximately 58% of the costs will be claimed against Child Welfare Services Outcome Improvement Project (CWSOIP) funding. Sufficient funding is included in Probation's operating budget to offset remaining expenses. No additional net county cost is required.

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

The estimated expense of \$30,000 exceeds the \$5,000 threshold for incidental expenses; therefore, the item must be approved by your Board. This ceremony is the twenty-eighth annual event. This event is necessary to fulfill the strategies and goals of the state-mandated and Board-approved SIP. The state provides CWSOIP funding with the expectation that counties will use the funding in order to successfully complete the goals with effective results.

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

Approval of this action will allow Probation to meet the state-mandated SIP goals.

Respectfully submitted,

TERRI L. McDONALD  
Chief Probation Officer

TLM:TH:JK:mm

c: Executive Officer  
Chief Executive Office  
County Counsel



**TERRI L. McDONALD**  
Chief Probation Officer

# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



December 17, 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 FOR INCIDENTAL EXPENSES IN EXCESS OF \$5,000 FOR THE 2020 TRANSITION AGE YOUTH COLLEGE SUMMIT**

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

### **SUBJECT**

The County of Los Angeles Probation Department is seeking approval to fund expenses to be incurred at the 2020 Transition Age Youth College Summit which will be held on February 13, 2020, at the DoubleTree Hotel by Hilton in downtown Los Angeles.

### **IT IS RECOMMENDED THAT YOUR BOARD**

Authorize the Chief Probation Officer to work with the Director of Internal Services to allocate a not-to-exceed purchase order in the amount of \$43,000 for food and related costs for the 2020 Transition Age Youth (TAY) College Summit (Summit).

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

Approval of the recommended actions will allow the County of Los Angeles Probation Department (Probation) to work with the Internal Services Department to allocate a not-to-exceed purchase order in the amount of \$43,000 for food and related costs for the Summit. Board approval is required for incidental expenditures in excess of \$5,000. (L.A.C.C. §5.40.097)

The Summit will provide resources, networking opportunities, and financial support to older youth, which will improve self-sufficiency outcomes and assist them as they move forward into college and ultimately, higher education. The Summit is part of the state-mandated System Improvement Plan (SIP) goals, which include increasing permanency and self-sufficiency for TAY. The event will be developed by foster youth who have formed a TAY Forum/Council for

foster youth. The Summit will feature breakout sessions facilitated by TAY and various professionals and will focus on higher education and continued higher education. Keynote speakers and breakout speakers will address the increasing drop-out rate among TAY, homelessness among TAY, seeking solutions to improve systems, provide information regarding permanency connections, services and programs such as permanency planning, life-long connections, educational financial aid, mentoring, life-long promise contracts, and adult adoptions.

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

The recommended action is consistent with Countywide Strategic Plan Goal #1, Operational Effectiveness, and Goal #3, Integrated Service Delivery.

### **FISCAL IMPACT/FINANCING**

The estimated total cost of the event is \$43,000. Approximately 58% of the costs will be claimed against Child Welfare Services Outcome Improvement Project (CWSOIP) funding. Sufficient funding is included in Probation's operating budget to offset remaining expenses. No additional net county cost is required.

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

The estimated expense of \$43,000 exceeds the \$5,000 threshold for incidental expenses; therefore, the item must be approved by your Board. This Summit is the third annual event. This event is necessary to fulfill the strategies and goals of the state-mandated and Board-approved SIP. The state provides CWSOIP funding with the expectation that counties will use the funding in order to successfully complete the goals with effective results.

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

Approval of this action will allow Probation to meet the state-mandated SIP goals.

Respectfully submitted,

TERRI L. McDONALD  
Chief Probation Officer

TLM:TH:JK:mm

c: Executive Officer  
Chief Executive Office  
County Counsel

December 17, 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:

**SUBAWARD AGREEMENT WITH CITY OF LOS ANGELES FOR  
FY 2016 PROGRAM TO PREPARE COMMUNITIES FOR COMPLEX  
COORDINATED TERRORIST ATTACKS GRANT  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks to get approval for appropriation adjustment of a Subaward Agreement (Agreement) with the City of Los Angeles (City) through the Mayor's office for participation in the Fiscal Year (FY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Grant.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, as an agent of the County, to execute the attached Agreement with the City of Los Angeles for the reimbursement of Department overtime and training costs associated with the Department's participation in the FY2016 CCTA Grant program, in the amount not to exceed \$494,000.00, for the grant period from September 1, 2017 through August 31, 2020.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the Agreement, as necessary, for the effective participation on the FY2016 CCTA grant program.

3. Delegate authority to the Sheriff, or his designee, as an agent of the County, to execute Funding Agreements with participating local public agencies to provide FY2016 CCTA Grant program funding reimbursement for non-County personnel participating CCTA Grant program training.

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

The Department seeks approval of the Agreement to assist the City in furthering the Department of Homeland Security (DHS) mission in their ability to improve the local communities' ability to prepare for, prevent, and respond to complex coordinated terrorist attacks in collaboration with the entire community. The City, through the Los Angeles Mayor's Office, submitted a FY2016 CCTA Grant application to DHS and was awarded funding in the amount of \$2,500,000 for the grant period from September 1, 2017 through August 31, 2020.

Utilizing grant funding, Los Angeles City Mayor's Office, in collaboration with the Department, will identify capability gaps related to preparing for, preventing, and responding to a complex coordinated terrorist attack, develop and/or update plans, annexes, and processes to address the identified gaps, train personnel and the entire community to implement the plans and processes and build needed capabilities, and conduct exercises to validate capabilities and identify opportunities for additional corrective action.

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

Approval of the Agreement relates to the County's Strategic Plan, Goal 1: Making Investments That Transform Lives. Participating in the CCTA Grant leverages resources from the Department, City and other local agencies to enhance public safety throughout the County by preparing the region on a complex terrorist attack.

### **FISCAL IMPACT/FINANCING**

As required by the Agreement, the Department will recover any overtime salary costs directly related to work and training performed as part of the CCTA Grant in an amount not to exceed \$247,000. The remainder of the grant funding in the amount of \$247,000 will be provided by the County to participating local public agencies for reimbursement of costs associated with non-County personnel's participation in the training.

Invoices for the payment of expenses will be submitted on appropriate forms provided by the Los Angeles City Mayor's Office. Requests for reimbursable payments and appropriate documentation will be submitted to Los Angeles City Mayor's Office. The

Department has determined that the budgeted amount of \$494,000 will be spent all in FY2019-2020.

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

The grant period of performance shall be from September 1, 2017 through August 31, 2020. Either party may terminate the Agreement with thirty calendar days advance written notice. The Department will provide the services of LASD counter-terrorist experts as needed to assist in identifying capability gaps related to preparing for, preventing, and responding to a complex coordinated terrorist attack, develop and/or update plans, annexes, and processes to address the identified gaps, train personnel and the whole community to implement the plans and processes and build needed capabilities and conduct exercises to validate capabilities and identify opportunities for additional corrective action.

The Department seeks delegated authority to execute Funding Agreements with participating local public agencies to provide grant funding reimbursement in an amount not to exceed \$247,000 for non-County personnel participating in the CCTA Grant program training.

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

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

None. The Department will receive training to better prepare for a complex terrorist attack in the region.

### **CONCLUSION**

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Special Operations Division.

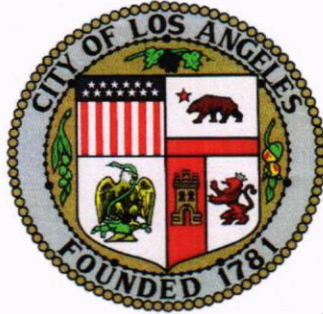
Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:JWE:srs  
(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  
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  
Vanessa C. Chow, Sergeant, ASD  
Adam R. Wright, Deputy, ASD  
(Special Operations Div – Complex Coordinated Terrorist Attacks Grant Program 12-17-19)



### **SUBAWARD AGREEMENT**

Subrecipient: The County of Los Angeles

Title: FY 2016 Program to Prepare Communities for Complex  
Coordinated Terrorist Attacks (CCTA) Grant

City Contract Number \_\_\_\_\_



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## EXHIBITS

- Exhibit A     DHS Agreement Articles
- Exhibit B     FY 2016 Program to Prepare Communities for Complex Coordinated  
Terrorist Attacks (CCTA) Notice of Funding Opportunity
- Exhibit B     Modification Request and Reimbursement Request Forms

DRAFT

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE COUNTY OF LOS ANGELES

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and County of Los Angeles, a body corporate and politic and a political subdivision of the State of California (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

**I. GENERAL INFORMATION**

**§1.1 Federal Award Information**

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA), FAIN # DHS-16-NPD-133-00-01, CFDA #97.133, Federal Award Date September 1, 2017.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security ("DHS") Federal Emergency Management Agency ("FEMA").

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

**§1.2 Subaward Information and Period of Performance**

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	<b>\$494,000.00</b>
Subaward Period of Performance ("Term"):	<b>September 1, 2017 to August 31, 2020</b>
Match Requirement:	<b>None</b>

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

### §1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: jeff.gorell@lacity.org

Party:	County of Los Angeles
Authorized Representative:	Jack Ewell / Saro Shirinian
Authorized Department:	County of Los Angeles
Address, Phone, Fax, E-mail:	211 W. Temple Street 7 <sup>th</sup> Floor Los Angeles, CA 90012 Phone: (213) 229-2205 Fax: (323) 415-3121 Email: jwewell@lasd.org srshirin@lasd.org

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

### §1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #18-0151; 06/11/18).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.

- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- c. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

DRAFT

## **II. SUBAWARD TERMS AND CONDITIONS**

### **§2.1 Summary of Requirements**

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2016 DHS Agreement Articles ("DHS Agreement Articles"), (3) FEMA Information Bulletins ("IB"), and (4) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations ("CFR") and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

### **§2.2 City Administrative Requirements**

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient previously submitted to the City a budget in connection with the Subaward setting forth details regarding projects funded under the Subaward (the "CCTA 16 Budget"). Subrecipient shall use the Subaward funds strictly in accordance with the CCTA 16 Budget, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the CCTA 16 Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit C, prior to deadlines set by the City. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. Subrecipient shall not expend any funds on

modified CCTA Budget items until such modification is approved by the City.

- C. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- D. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation



to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall issue payment to Subrecipient within thirty (30) days of receipt of such reimbursement funds from DHS.

Final Reimbursement Requests for this Subaward must be received by the City no later than sixty (60) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the submission of such request, the Mayor's Office, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- E. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

### §2.3 DHS Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) that are applicable to this particular Subaward. These include the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Agreement Articles, attached hereto as Exhibit A and B and incorporated herein. Some of these DHS Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,



regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City for proper disposition of any original or replacement equipment acquired with Subaward funds.

- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Agreement Articles.
- D. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.c. above; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- E. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

- F. Subrecipient shall comply with all Federal statutes relating to non-discrimination. Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab. Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.
- G. Subrecipient shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Agreement Articles.
- H. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Agreement Articles.
- I. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- J. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- K. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5.

- L. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- M. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Agreement Articles: (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.

#### §2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City is a "pass-through entity" as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. **Financial Management and Internal Controls**  
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302.

Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

#### H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

#### I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or



evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient's use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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### **III. STANDARD PROVISIONS**

#### **§3.1 Independent Party**

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

#### **§3.2 Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

#### **§3.3 Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

#### **§3.4 Integrated Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.



### §3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

### §3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

### §3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

### §3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

### §3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

### §3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency and the City for any Subaward funds the Federal awarding agency determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency or the City in accordance with the provisions set forth in 2 CFR §200.341.

### §3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

### §3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

### §3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes eighteen (18) pages and five Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By <u><i>Michael Feuer</i></u></p> <p>Date <u>7/23/19</u></p>	<p>For: THE COUNTY OF LOS ANGELES, a political subdivision of the State of California</p> <p>By _____</p> <p>Date _____</p> <p>[SEAL]</p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	

City Business License Number: \_\_\_\_\_  
Internal Revenue Service ID Number: \_\_\_\_\_  
Council File/OARS File Number: C.F. #18-0151 Date of Approval 6/11/18  
City Contract Number: \_\_\_\_\_



**LAW OFFICE OF THE PUBLIC DEFENDER  
COUNTY OF LOS ANGELES**

**CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER**  
210 WEST TEMPLE STREET, 19TH FLOOR  
LOS ANGELES, CALIFORNIA 90012



TEL (213) 974-2801 / FAX (213) 625-5031 / TDD (800) 801-5551

RICARDO D. GARCIA  
PUBLIC DEFENDER

December 17, 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:

**ACCEPT GRANT FUNDING FROM THE LOS ANGELES CITY ATTORNEY'S  
PROPOSITION 47 GRANT AWARD BSCC 538-19 TO COORDINATE  
LEGAL SUPPORT FOR LA DOOR PARTICIPANTS AND APPROVE AN  
APPROPRIATION ADJUSTMENT  
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

**SUBJECT**

Request Board approval to authorize the Law Office of the Los Angeles County Public Defender (PD) to accept Proposition 47 grant funds awarded to the Los Angeles City Attorney's Office (LACAO) to expand its LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Public Defender, or his designee, to enter into a Memorandum of Understanding (MOU), substantially similar to the attached, with the LACAO, governing the use of grant funds totaling \$166,764, with an in-kind match requirement of \$162,441 that will be met through existing PD staffing resources for the term of January 1, 2020 through December 31, 2022, to execute PD services consistent with the LACAO, Grant Agreement, California Board State and Community Corrections – (BSCC Agreement 538-19) Grant Administration Guidelines.
2. Approve a FY 2019-20 interim ordinance position authority for 1.0 Intermediate Typist-Clerk (ITC) position, pursuant to Section 6.06.020 for the County Code, with the level of the position subject to review and allocation by the Chief Executive Office Classification Division.
3. Approve an Appropriation Adjustment to increase PD's Budget in the amount of \$26,000 for FY 2019-20 to partially fund the ITC position.

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

In 2014, California voters passed Proposition 47, which recategorized some nonviolent offenses as misdemeanors, rather than felonies, as they had previously been categorized. Under the new law, PD has been conducting expungement community events for clients by assisting with the completion of expungement forms.

In January 2018, LA DOOR launched in South Los Angeles and served over 450 individual participants in its first 15 months of operation. Of these 450, over 280 completed at least two (2) months of social service engagement, with over 160 accessing substance use disorder services, 80 accessing mental health care, and 64 accessing physical health support. Over 100 received housing support, and 33 received legal support. The LACAO was recently awarded \$6 million dollars in Proposition 47 grant funds to expand its transformative LA DOOR model to reach areas in Central and Downtown Los Angeles most in need of robust Proposition 47 services.

LA DOOR expansion will double the model in size and scope, providing the following services to a minimum of 750 participants from January 2020 to December 2022: 1) peer-led mobile social services consistently delivered to five (5) hotspot locations with high numbers of individuals experiencing homelessness, substance dependence, and mental illness; 2) expansion of pre-booking diversion of Proposition 47 drug arrests to include Central, Rampart, and Newton Los Angeles Police Department divisions where drug possession arrest numbers are highest; and 3) proactive removal of legal barriers through collaborative LACAO and PD partnerships.

Both the LACAO and PD recognize that program operations would greatly benefit from additional personnel support within PD's Homeless Mobile Unit. Therefore, the LACAO allocated \$166,764 of its grant funds to support an ITC position within the PD to coordinate legal support for LA DOOR participants. The ITC will follow protocols developed by PD for efficiently reconnecting LA DOOR participants with legal counsel through the Public Defender's Office. Establishing the ITC position and accepting Proposition 47 grant funds passed through the LACAO will enhance the ability of the LA DOOR program to remove participants' legal barriers.

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

LA DOOR is consistent with the County's Strategic Plan, Goal 1.2, Enhance Our Delivery of Comprehensive Interventions by delivering comprehensive and seamless services to those seeking assistance from the County. The continued implementation of this program aims to proactively remove legal barriers and ensure necessary services are rendered to vulnerable populations.

### **FISCAL IMPACT/FINANCING**

The total amount of grant funds to be passed through the LACAO to PD is \$166,764. There is an in-kind match requirement of \$162,441 that will be provided through existing PD personnel.



Grant funding for this position comes through the Board of State and Community Corrections (BSCC) and is distributed on a reimbursement basis through invoices submitted by the LACAO to the BSCC. The BSCC then issues funds to the City of Los Angeles, who will then partially reimburse PD for the position.

FY 2019-20: \$26,323

FY 2020-21: \$54,091

FY 2021-22: \$57,059

FY 2022-23: \$29,291

For FY 2019-20, approval of an appropriation adjustment is requested to increase the Department's budget in the amount of \$26,323 (Salaries and Employee Benefits), offset by an increase in grant revenue.

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

The term of the MOU is from January 1, 2020, to December 31, 2022.

The attached MOU has been approved as to form by County Counsel and the Los Angeles City Council.

#### **CONCLUSION**

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA  
Public Defender

RDG:mpm

Enclosures

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



**Memorandum of Understanding**

**Between**

**The City of Los Angeles, Office of the City Attorney**

**and the**

**County of Los Angeles, Office of the Public Defender**

**for the**

**LA DOOR Program**



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## **EXHIBIT LIST**

**Exhibit A - Grant Agreement between City Attorney and BSCC**

**Exhibit B - BSCC Grant Administration Guide**

**Exhibit C - Quarterly Progress Report Schedule**

**Exhibit D - Monthly Invoice Schedule**

**Exhibit E – Coverage Requirements and Insurance Compliance Instructions**

MEMORANDUM OF UNDERSTANDING  
Between the  
City of Los Angeles, Office of the City Attorney  
and the  
County of Los Angeles, Office of the Public Defender  
for the  
LA DOOR Program

This Memorandum of Understanding (Agreement) is entered into by and between the City of Los Angeles, acting by and through its Office of the City Attorney ("City Attorney" and/or "City") and the County of Los Angeles, Office of the Public Defender ("Public Defender" and/or "County"), collectively referred to herein as "Parties" and individually as "Party".

**WHEREAS**, the State of California Board of State and Community Corrections ("BSCC" or "Grantor") has awarded the City Attorney's Office grant funds under the Proposition 47 Safe Neighborhoods and Schools Grant Program ("Prop 47") in the amount of \$6,000,000 ("Grant Funds") to fund the Los Angeles Diversion, Outreach, and Opportunities for Recovery ("LA DOOR") program for the grant performance period beginning August 15, 2019 through May 15, 2023, and such Grant Funds having been accepted by the Los Angeles City Council on November 8, 2019 (C.F. 17-0758-S1); and

**WHEREAS**, the LA DOOR program is a comprehensive health-focused criminal justice intervention to proactively address addiction, mental illness, and homelessness through mobile social services, pre-booking diversion, and removal of legal barriers; and

**WHEREAS**, the LA DOOR model, which was developed through a joint planning effort involving multiple government, non-profit, law enforcement, and other partner agencies over the course of a year from October 2015 through October 2016, launched in South Los Angeles through a separate and distinct grant of Prop 47 funds awarded to City Attorney for a grant performance period from June 16, 2017 through August 15, 2021, and serving the geographic areas bounded by the Los Angeles Police Department's ("LAPD") Southwest, Southeast, and 77th Street Divisions; and

**WHEREAS**, new Grant Funds, which are the subject of this Agreement, will expand the LA DOOR model into Central Los Angeles, serving the geographic areas bounded by LAPD's Central, Rampart, and Newton divisions, with the expansion of the LA DOOR model to include a stronger focus on assisting program participants with removing legal barriers; and

**WHEREAS**, Public Defender has been a committed supporter of the LA DOOR model since its launch in South Los Angeles, has contributed advice and recommendations as a member of the LA DOOR Advisory Committee, has provided letters of support for LA DOOR's Prop 47 grant applications, and is the primary provider of legal services to LA DOOR participants; and

**WHEREAS**, City Attorney and Public Defender recognize that as LA DOOR program operations expand into Central Los Angeles, program operations will benefit from additional personnel in Public Defender's Office to facilitate efficient access to legal support for program participants in both South and Central LA DOOR operations; and

**WHEREAS**, Public Defender, as a critical LA DOOR Program Partner tasked with supporting LA DOOR participants with removing legal barriers, is designated in City Attorney's grant award as a sub-recipient of Grant Funds in the amount of \$166,764 to support an Intermediate Typist Clerk position within the Public Defender's Office from January 1, 2020 through December 31, 2022; and

**WHEREAS**, Public Defender will provide legal support to LA DOOR participants through existing personnel resources totaling \$162,441 in value over the grant period, and the nature of these services to be recorded by Public Defender for grant reporting and evaluation purposes; and

**WHEREAS**, the project services which are the subject of this Agreement have been approved by the Los Angeles City Council and Grantor; and

**WHEREAS**, Public Defender and the City Attorney have mutually agreed that it is in the public interest to work together to ensure the success of the LA DOOR model for the benefit of individual participants and the communities in which they reside.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises and covenants set forth herein, the Parties agree as follows:

## **I. PURPOSE**

The purpose of Grant Funds is to replicate the City Attorney's successful and existing LA DOOR model launched in South LA in 2017 through a separate and distinct grant of Proposition 47 funds. The South LA iteration of LA DOOR provides services to participants in the geographic areas bounded by LAPD's Southwest, Southeast, and 77th Street divisions. Grant Funds subject to this Agreement will replicate the LA DOOR model in the geographic areas bounded by LAPD's Central, Rampart, and Newton divisions, and will enhance Public Defender support across both the South LA and Central LA program operations.

Grantor has agreed to fund the LA DOOR program based on City Attorney's Grant Application submitted to Grantor for funding on March 14, 2019. The Grant Application was jointly developed with several Program Partners including Public Defender. Specifically, City Attorney and Public Defender mutually agreed to the Budget Narrative and Budget Detail sections of the Grant Application (see Exhibit A), mutually agreed to the portion of Grant Funds allocated to Public Defender, and mutually agreed to the value of leveraged legal resources to be provided by Public Defender in support of LA

DOOR participants. Further, the City Attorney's application for Grant Funds includes a letter from the Public Defender supporting the City Attorney's application, specifying the leveraging of existing resources, and specifying the need of Grant Funds to support an existing position.

Therefore, because Grantor awarded Grant Funds to City Attorney based on its Grant Application, which was developed in reliance on representations made by Public Defender and other Program Partners, Public Defender now agrees to perform services under this Agreement in a manner consistent with Exhibit A, which is incorporated by reference herein.

Grantor or the City Attorney reserves the right to amend, revise, or update Exhibits and/or any grant administration guide or policy. City Attorney will advise Public Defender of any changes to these documents, policies, or procedures.

## **II. EXHIBITS AND INCORPORATION**

The following exhibits are attached and incorporated herein:

- A. Exhibit A - Grant Agreement between the City Attorney and BSCC, including the Proposition 47 Cohort 2 Request for Proposals, the City Attorney's 2019 Prop 47 Application for Funding, and all other Exhibits and Attachments incorporated therein.
- B. Exhibit B - BSCC Grant Administration Guide  
([http://www.bscc.ca.gov/s\\_cppresources/](http://www.bscc.ca.gov/s_cppresources/))
- C. Exhibit C - Quarterly Progress Report Schedule
- D. Exhibit D - Monthly Invoice Schedule
- E. Exhibit E – Coverage Requirements and Insurance Compliance Instructions

## **III. TERM OF AGREEMENT**

The term of this Agreement shall commence upon full execution by the City Attorney and the Public Defender and shall be through May 15, 2023, including any additional period of time as required to complete necessary grant close-out activities, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

To the extent that the Public Defender may have begun performance of the services before the date of execution at the City Attorney's request and due to immediate needs, the City Attorney hereby ratifies and accepts these services performed in accordance with the terms and conditions of this Agreement.

#### **IV. PUBLIC DEFENDER RESPONSIBILITIES**

##### **A. Services to Remove Legal Barriers:**

- a. Public Defender shall make the full breadth of its services available to LA DOOR participants, whether participants enter the LA DOOR program through services provided in South LA or Central LA. Public Defender agrees to actively pursue removal of legal barriers for all LA DOOR participants referred by LA DOOR case managers to Public Defender for legal services, with legal counsel and support including, but not limited to: resolving outstanding warrants, addressing unresolved obligations in ongoing cases, referrals to specialty courts as appropriate, pursuing opportunities for expungement or charge reduction, referrals and coordination with the Alternate Public Defender as appropriate.
- b. Public Defender understands that LA DOOR participants are frequently homeless, and struggle with varying acuity of substance use, mental illness, medical conditions, low educational attainment, poor hygiene, and other conditions that make consistent follow up with personal appointments difficult. Therefore, Public Defender agrees to work closely and collaboratively with LA DOOR Program Partners to facilitate processes that support LA DOOR participants with engagement and retention in Public Defender legal services including assisting LA DOOR staff with coordinating court dates, preparing for court dates, and keeping participants apprised of their legal processes.
  - i. "Program Partners" share responsibility for implementing the LA DOOR program. Program Partners include: 1) the City Attorney, the Lead Agency and Administrator of Grant Funds, tasked with implementation of the LA DOOR model, including ensuring that grant operations comply with Grantor expectations, are delivered with fidelity to Exhibit A, and are fiscally sound; 2) SSG Project 180, a non-profit City Attorney subcontractor providing multidisciplinary mobile outreach services and long-term co-occurring disorder services for program participants; 3) West Angeles Community Development Corporation, a non-profit City Attorney subcontractor providing transitional housing and additional case management support for LA DOOR participants; 4) RAND, a non-profit City Attorney subcontractor providing data collection and program evaluation services for the LA DOOR model.
- c. A consistent representative from Public Defender will attend all LA DOOR Advisory Committee Meetings scheduled by the City Attorney. The Public Defender representative shall report to Committee members on Public Defender progress in removing legal barriers for LA DOOR participants.

B. Personnel:

- a. The Public Defender will provide the following personnel as identified in, and consistent with, the Grant Application and Budget in Exhibit A, with personnel expenditures consistent with Exhibit A:
  - i. One Intermediate Typist Clerk at 100% full-time equivalency ("FTE") from January 1, 2020 through December 31, 2022, with personnel expenditures from Grant Funds not to exceed \$166,764.00 for this position during the grant period and such funds to be used exclusively for salaries and benefits.
  - ii. Sufficient personnel to carry out performance under this Agreement consistent with "PUBLIC DEFENDER RESPONSIBILITIES, Section A" above, with such personnel salary, benefits, and related indirect costs reaching a total value of \$162,441 in leveraged resources benefitting LA DOOR participants over the Grant Period.
    - 1. Per Grantor, "leveraged resources" include staff positions, services, supplies, equipment, or other assets needed for the project's success and are made available to the project, but are not funded through Grant Funds.

C. Project Records:

- a. Quarterly Progress Reports: The Public Defender will submit quarterly progress reports to the City Attorney in a format prescribed by Grantor and distributed to Public Defender by the City Attorney. These reports provide quantitative and qualitative information on progress made on removing legal barriers for program participants. Reports shall be submitted according to the schedule attached as Exhibit C and incorporated herein.
- b. Official File: The Public Defender shall establish an official file for all grant activities pertaining to the Agreement as required by the BSCC Grant Administration Guide attached as Exhibit B and incorporated herein.
- c. Record Availability: All Public Defender records relevant to the LA DOOR program must be preserved a minimum of three (3) years after the closeout of grant activities. Beginning with the ratification of this Agreement, and continuing until three years after the closeout of grant activities, all records relevant to the LA DOOR program shall be subject at all reasonable times for inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the state Controller's Office, Grantor, the City Attorney or their designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be

retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

- d. On-Site Inspection: The Public Defender shall provide suitable on-site facilities for access, monitoring, inspection, and copying of financial books and records related to this agreement as needed during the course of any record review described in section “c” immediately above.
- e. Attorney Client Privilege: The City Attorney shall not seek to inspect any records maintained by the Public Defender’s Office that contain information protected by attorney-client privilege, provided that Public Defender establishes appropriate avenues for City Attorney to audit and confirm fiscal, programmatic, and operational performance under this Agreement, consistent with Grantor and State Controller expectations.

D. Confidentiality of Information:

- a. Information, documents, records, software programs, databases, and data furnished to the Public Defender by the City Attorney or any Program Partner and any other documents to which the Public Defender may access during the term of this Agreement are confidential information (hereinafter referred to as “Confidential Information”). Public Defender may not disclose Confidential Information in any manner without the prior written consent of the City Attorney.
- b. The Public Defender shall participate in the collection of data throughout the term of this Agreement. Data collection shall be related to the type of legal services provided to LA DOOR participants and the outcome of those services. Public Defender is responsible for ensuring that data is captured accurately and consistently. Public Defender understands that data collection is required by Grantor and is critical to evaluating whether LA DOOR is achieving its stated goal of assisting participants with removing legal barriers. Public Defender is committed to working collaboratively with City Attorney and Program Partners to ensure Public Defender data is captured appropriately for grant reporting purposes.
- c. Public Defender must keep LA DOOR participant data safe and secure in a manner consistent with public defense counsel privacy standards for protecting confidential client information.

E. Budget Detail and Payment Provisions:

- a. Invoicing:



- i. Invoice Scheduling: The City Attorney is required to submit monthly invoices to Grantor for reimbursement for performance of grant activities. City Attorney invoices combine all expenditures of Grant Funds and all leveraged fund resources across all Program Partners for the invoice month. While leveraged resources are not billed to Grant Funds, a dollar value accounting of leveraged resources is included in monthly invoices for all Program Partners, including Public Defender. To allow sufficient time for City Attorney to review and incorporate Public Defender grant expenditures and leveraged resources into its combined monthly invoices to Grantor, City Attorney requires Public Defender to submit its monthly invoices to City Attorney according to the schedule in Exhibit D, attached and incorporated herein.
- ii. Preparing Invoices: For consistency across all Program Partners, Public Defender invoices must be prepared according to the City Attorney's grant invoicing format in accordance with City Attorney invoicing policies and procedures, which will be distributed to Public Defender and may be updated from time to time.
- iii. Separation of South LA and Central LA Invoicing: Because South LA program operations are funded through a separate grant, South LA and Central LA invoices must be separated. South LA invoices will only include an accounting of leveraged Public Defender resources extended to South LA program participants. Central LA invoices will include expenses billed against Grant Funds for the Intermediate Typist Clerk position for which the Public Defender will be reimbursed, as well as an accounting of leveraged Public Defender resources extended to Central LA program participants.
- iv. Timely Submission: The Public Defender is required to submit timely invoices to the City Attorney for all grant reporting periods, even if grant funds are not expended or leveraged funds are not contributed during the reporting period.
- v. Invoices shall be submitted to:

Kyle Kirkpatrick  
LA DOOR Senior Program Administrator  
Office of the Los Angeles City Attorney  
200 N Main Street, Room 966  
Los Angeles, CA 90012  
Phone: 213-978-3928  
Email: [Kyle.Kirkpatrick@lacity.org](mailto:Kyle.Kirkpatrick@lacity.org)

- vi. City Attorney will notify Public Defender in writing if reimbursement requests are inaccurate or incomplete. Inaccurate or incomplete reimbursement requests will be returned to Public Defender for revision and shall be accepted by the City Attorney only when such forms are accurate and complete.
- vii. All invoices submitted to City Attorney must be signed by a fiscal officer from Public Defender under penalty of perjury that the information submitted is true and correct.

## **V. PAYMENT**

### **A. Reimbursement:**

Grant Funds are distributed to all Program Partners including Public Defender on a reimbursement basis. Grant Funds are disbursed to City Attorney by Grantor and shall be passed through to Public Defender according to approved invoices. Grantor has given assurances that payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **B. Grant Amount and Limitations:**

- a. In no event shall City Attorney be obligated to pay any amount in excess of \$166,764 over the term of this Agreement, the amount mutually agreed upon by City Attorney and Public Defender in developing the Grant Application Budget Narrative and Budget Detail.
- b. Public Defender agrees that its allocation of Grant Funds shall be expended in accordance with the Budget Narrative and Budget Detail outlined in the Grant Application included in Exhibit A. Public Defender shall adhere to the limitations set forth in the BSCC Grant Administration Guide attached as Exhibit B and incorporated herein.

### **C. Budget Contingency Clause:**

Public Defender agrees that City Attorney makes no commitment to fund services under this Agreement beyond the terms herein. Funding for all of LA DOOR's operations are subject to the continuing availability of state funds from Grantor. Public Defender agrees that City Attorney's obligation to pay any sum to Public Defender under this agreement is contingent upon the availability of continued funding from Grantor. It is mutually agreed that this Agreement shall be of no further force and effect if Grantor discontinues funding for LA DOOR.

D. Eligible Project Costs:

Public Defender is responsible for ensuring that invoices submitted to the City Attorney claim actual expenditures for eligible project costs. Consistent with Exhibit B, Grant Funds must be used to supplement existing funds for program activities and may not replace or supplant funds already appropriated for the same purpose. Violations may result in a range of penalties (e.g. recoupment of monies provided under this grant, suspension of future program funding through City Attorney grants, and civil/criminal penalties).

E. Withholding of Funds:

City Attorney may withhold all or any portion of Grant Funds provided by this Agreement in the event that Public Defender has materially and substantially breached the terms and conditions of this Agreement.

F. Grantor Mandated Security:

At such time as the balance of Grant Funds allocated to Public Defender reaches five percent (5%), City Attorney shall withhold that amount as security, to be released to Public Defender upon compliance with all grant closeout activities, including but not limited to:

- a. submission and approval of the final invoice;
- b. submission and approval of the final progress report;
- c. submission and approval of any additional required reports; and
- d. submission and approval of the final audit of expenditures

G. Separate Accounting Records:

Grantee shall establish separate accounting records or codes and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all grant and leveraged funds claimed. These records shall be housed in the project grant file.

## **VI. CITY ATTORNEY RESPONSIBILITIES**

- A. City Attorney will implement the LA DOOR model according to its agreement with Grantor, attached as Exhibit A.
- B. City Attorney will work with all Program Partners to facilitate streamlining LA DOOR participants' access to Public Defender legal support.
- C. City Attorney will work with the Public Defender to resolve any contractual or performance issues if and when they arise.

- D. City Attorney retains prosecutorial discretion at all times throughout the implementation of the LA DOOR model, and recognizes that Public Defender retains discretion the manner of representation of LA DOOR participants.

## **VII. MISCELLANEOUS PROVISIONS**

### **A. Order of Precedence:**

In the event that an inconsistency exists among any provisions of this Agreement (including amendments hereto) the inconsistency shall be resolved by giving precedence in the following order:

- a. This Agreement (including amendments hereto);
- b. Exhibit A - Grant Agreement between the City Attorney and BSCC, including the Proposition 47 Cohort 2 Request for Proposals, the City Attorney's 2019 Prop 47 Application for Funding, and all other Exhibits and Attachments incorporated therein.
- c. Exhibit B - BSCC Grant Administration Guide  
([http://www.bscc.ca.gov/s\\_cppresources/](http://www.bscc.ca.gov/s_cppresources/))
- d. Exhibit C - Quarterly Progress Report Schedule
- e. Exhibit D - Monthly Invoice Schedule
- f. Exhibit E – Coverage Requirements and Insurance Compliance Instructions

### **B. Independent Contractor Status:**

This Agreement is between Public Defender and City Attorney and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between Public Defender and City Attorney. The employees and agents of one party shall not be construed to be employees and agents of the other party.

### **C. 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. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this Agreement.

D. Indemnification:

City Attorney and Public Defender are public entities. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The provisions of this paragraph survive expiration or termination of this Agreement.

E. Notices:

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 giving ten (10) calendar days prior written notice thereof to the other party.

Notices shall be addressed to Public Defender as follows:

Justine Esack  
Office of the Public Defender  
19-513 Clara Shortridge Foltz Criminal Justice Center (CSFCJC)  
210 West Temple Street, 19<sup>th</sup> Floor  
Los Angeles, CA 90012

Notices shall be addressed to City Attorney as follows:

Jamie Larson  
Office of the City Attorney  
City Hall East  
200 N Main Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012

F. Termination:

Either party may terminate all or part of this Agreement for failure to comply with its terms and conditions, provided that a written termination notice is submitted to the other party not less than thirty (30) calendar days prior to the requested termination date. Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period of corrective action.

G. General Insurance Requirements:

During the term of this Agreement and without limiting Public Defender's indemnification of the City, Public Defender shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Public Defender but not less than the amounts and types listed on the Insurance and Minimum Limits Sheet within Exhibit E, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements within Exhibit D, shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management, and shall comply with all Insurance Contractual Requirements shown on Exhibit E hereto. Proof of Public Defender's insurance must be submitted online according to instructions in Exhibit E prior to beginning any work under this Agreement. Exhibit E is hereby incorporated by reference herein and made a part of this Agreement.

Public Defender's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Agreement under which City Attorney may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City Attorney's interests and pay any and all premiums in connection therewith and recover all monies so paid from Public Defender.

H. Authorization Warranty:

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

I. Amendments:

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Agreement, an

amendment to the Agreement shall be prepared and executed by the Parties and approved as to form by counsel for both Parties. For any other changes, a formal written request by one party to the other will be made and if approved by the other party.

Unless otherwise provided herein, the Agreement may not be amended or modified by oral agreements or understandings among the Parties, any written documents not constituting a fully executed Amendment, or by any acts or conduct of the Parties.

J. Compliance with Applicable Law:

The Public Defender shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Public Defender shall indemnify and hold harmless the City Attorney from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Public Defender or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

K. 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.

L. 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. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

M. Governing Law:

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.

N. Entire Agreement:

This Agreement constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement.



IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY OF LOS ANGELES

CITY OF LOS ANGELES  
OFFICE OF THE CITY ATTORNEY

By \_\_\_\_\_  
SACHI A. HAMAI  
Chief Executive Officer

By \_\_\_\_\_  
MICHAEL N. FEUER  
City Attorney

APPROVED AS TO FORM:  
BY COUNTY COUNSEL  
MARY C. WICKHAM

APPROVED AS TO FORM:  
BY OFFICE OF THE CITY ATTORNEY  
MICHAEL N. FEUER

By \_\_\_\_\_  
JONATHAN C. MCCAVERTY  
Principal Deputy County Counsel

By \_\_\_\_\_  
BARAK VAUGHN  
Deputy City Attorney

APPROVED AS TO FORM:  
BY OFFICE OF THE PUBLIC  
DEFENDER  
RICARDO GARCIA

By \_\_\_\_\_  
RICARDO GARCIA  
Public Defender



**LAW OFFICE OF THE PUBLIC DEFENDER  
COUNTY OF LOS ANGELES**

**CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER**  
210 WEST TEMPLE STREET, 19TH FLOOR  
LOS ANGELES, CALIFORNIA 90012

TEL (213) 974-2801 / FAX (213) 625-5031 / TDD (800) 801-5551



RICARDO D. GARCIA  
PUBLIC DEFENDER

December 17, 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:

Dear Supervisors:

**PUBLIC DEFENDER 2020 JUVENILE DELINQUENCY LAW TRAINING SEMINAR –  
APPROVAL OF INCIDENTAL EXPENSES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Public Defender is requesting approval of incidental expenses for its 2020 Juvenile Delinquency Law Training Seminar.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Public Defender to incur incidental expenses above the Department's delegated authority as outlined in Section 5.40.97 of the Los Angeles County Code.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Department will host a Juvenile Delinquency Law Training Seminar on Saturday, March 21, 2020, which is open to current staff of the Public Defender's Office, Alternate Public Defender's Office, independent attorneys and firms throughout Los Angeles County, and the Los Angeles County Bar Association. Registration fees to attend this event will be charged to all attendees with expected revenues of \$24,000. The seminar will provide State Bar required Minimum Continuing Legal Education (MCLE) credit to attorneys in attendance.

This Board Letter is submitted to comply with Los Angeles County Code section 5.40.097 and County Fiscal Manual section 4.9.0.

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

This Program is consistent with the County's Strategic Plan, Goal 1.3, Reform Service Delivery Within Our Justice Systems by improving juvenile indigent defense. The continued implementation of this Program aims to improve legal representation to youth, by having experts in juvenile delinquency case litigation (including in-house experts of the Public Defender and Alternate Public Defender as well as nationally recognized speakers from across the country) to present on these matters.

### **FISCAL IMPACT/FINANCING**

The cost estimate for this seminar is approximately \$24,000, and includes: facility rental, food and beverages, setup costs, seminar materials, parking for the Resource Fair staff comprised of community based organizations, and speaker fees. Total attendance is expected to number 300 and equates to approximately \$80 per guest. The Department will charge a registration fee to all attendees and expects to collect \$24,000 in revenue, which is expected to fully offset the cost estimate. As such, this event is expected to have no negative Net County Cost impact. Vendor selection is subject to the County's bidding process for incidental expenditures. The seminar will be held on Saturday, March 21, 2020, thus minimizing the impact to the operating hours of affected County departments.

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

Section 5.40.097 of the County Code permits departments to purchase food and beverages for official functions authorized by the Department Head up to \$500 per occasion with a maximum of \$5,000 per year. Any expenditure of more than \$500 per occurrence must be approved in advance by the Chairman of the Board of Supervisors. Expenditures exceeding the \$5,000 annual limit must be approved in advance by the Board as an agenda item. The approval limits still apply even if the department will recover some or all of the expenses from other sources (e.g. admission fees, other revenue, etc.).

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

The expected impact is positive for current services related to the defense and representation of minors subject to juvenile delinquency petitions throughout the County of Los Angeles. The intended outcome of the seminar is that attendees will be better trained and equipped to provide effective representation and manage the complexities of juvenile delinquency case work.

### **CONCLUSION**

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

The Honorable Board of Supervisors  
December 17, 2019  
Page 3

Respectfully submitted,

RICARDO D. GARCIA  
Public Defender

RDG:mpm

Enclosures

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



JACKIE LACEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

---

HALL OF JUSTICE  
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

December 17, 2019

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

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER INTO  
AGREEMENTS TO OBTAIN EXPENDITURE REIMBURSEMENTS NOT TO EXCEED  
\$150,000 FROM LAW ENFORCEMENT AGENCIES FOR A FIVE-YEAR PERIOD  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

The District Attorney (DA) seeks delegated authority from the Board to enter into agreements to obtain expenditure reimbursements for an amount not to exceed \$150,000.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to enter into agreements with local, State, and Federal agencies to obtain expenditure reimbursements up to \$150,000 per agency, for District Attorney expenditures, for a five-year period.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The DA participates in a variety of specialized prosecution or law enforcement task force programs. From time to time, the DA is eligible to receive reimbursement for services it provides in conjunction with these activities. Examples of agencies from which the DA could potentially receive reimbursement include the: Federal Bureau of Investigation (FBI), U.S. Secret Service, U.S. Marshal's Office, California Attorney General, and L.A. IMPACT.

As a condition of receiving reimbursement, these agencies often require the DA to enter into agreements. These agreements are generally routine, but often require immediate

approval to obtain the monies. The availability or amount of a reimbursement is generally unknown until the work is completed.

Rather than seek the Board's authority every time the DA seeks to pursue reimbursement from these agencies, and to facilitate more efficient collection of all reimbursement monies potentially available to the department, we ask that for a five-year period effective upon approval of this request, you delegate authority to the DA to enter into agreements, once reviewed and approved by County Counsel, for an amount not to exceed \$150,000.

This authorization will enable the DA to seek and receive revenue for program efforts put forth in conjunction with other law enforcement agencies to combat crime.

Revenue received from these agreements will partially offset the net county cost to the County of Los Angeles for the DA's participation in the specialized prosecution or task force program.

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

Approval of the recommended action is consistent with the County's Strategic Plan Goal No. 1, Make Investments That Transform Lives, and Goal No. 2, Foster Vibrant and Resilient Communities, by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

The agreements authorized by this action will not require appropriation increases as spending authority will have been approved by the Board through the normal budget process for DA programs.

Each agreement will not exceed revenue of \$150,000. The DA will immediately notify the Board if an agreement is expected to exceed this amount in any given fiscal year.

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

The DA often participates in specialized prosecution or task force programs for the purpose of integrating resources and investigative efforts to address emerging criminal justice issues in Los Angeles County.

The DA may be eligible to receive reimbursement for the work performed in conjunction with these programs, but often requires entering into agreement with local, State, and Federal agencies. Board authorization is required to enter into agreements with outside agencies in order for the DA to accept revenue for reimbursement of expenditures. Each agreement will be limited to accepting revenue up to \$150,000, and will provide reimbursement for specific types of expenditures such as overtime worked in conjunction with a particular specialized prosecution program, task force or agency.

Each agreement entered into under the authority requested in this letter will be reviewed by County Counsel prior to entering into the agreement. While the provisions of each agreement will likely vary depending on the agency paying the reimbursement, these agreements are generally routine.

Should we determine, after consultation with County Counsel, that the provisions of a particular contract are unusual or potentially problematic, we will present that agreement to your Board for specific approval.

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

There is no impact on current services. These programs provide reimbursement which lessens the impact on the County general fund, and provides opportunities for the DA to enhance the fight on crime through cooperative efforts with partner agencies.

#### **CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return an adopted copy of this Board letter to Ms. Nika Thu, Contracts and Grants Section, Los Angeles County District Attorney's Office, 211 W. Temple Street, Suite 200 Los Angeles, California 90012-3205.

Any questions may be directed to Ms. Thu at (213) 257-2802, or at [nthu@da.lacounty.gov](mailto:nthu@da.lacounty.gov)

Respectfully submitted,

JACKIE LACEY  
District Attorney

The Honorable Board of Supervisors  
December 17, 2019  
Page 4

db

Attachments

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

DRAFT



EXECUTIVE OFFICE – BOARD OF SUPERVISORS

**AGENDA ENTRY**

DATE OF MEETING:	December 17, 2019
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

**\* \* \* \* ENTRY MUST BE IN MICROSOFT WORD \* \* \* \***

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Instructions:

To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

**Recommendation:** Authorize the District Attorney, on behalf of the County of Los Angeles, to enter into agreements with local, State, and Federal agencies to obtain expenditure reimbursements up to \$150,000 per agency, effective upon Board approval for a five-year period, to enable the District Attorney to seek and receive revenue for program efforts put forth in conjunction with other law enforcement agencies to combat crime.



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



**TERRI L. McDONALD**  
Chief Probation Officer

December 17, 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:

**EXECUTION OF WORK ORDER UNDER  
CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES MASTER  
AGREEMENT FOR EVALUATION OF JUVENILE JUSTICE CRIME PREVENTION  
ACT (JJCPA) PROGRAMS**

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

**SUBJECT**

The Los Angeles County Probation Department (Probation), jointly with the Executive Director of the Countywide Criminal Justice Coordination Committee (CCJCC), is seeking Board approval to execute a Work Order under the Criminal Justice Research and Evaluation Services Master Agreement with RAND Corporation to evaluate Probation's Juvenile Justice Crime Prevention Act (JJCPA) funded programs and services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

- 1) Delegate authority to the Executive Director of CCJCC to extend the term of its Master Agreement for criminal justice research and evaluation services for an additional five (5) years to November 30, 2025.
- 2) Authorize Probation, jointly with the Executive Director of CCJCC, to prepare and execute a Master Services Agreement Work Order with the RAND Corporation substantially similar to the attached, for an evaluation of Probation's JJCPA programs and services, for a contract amount of \$385,915 for a one-year period.

- 3) Delegate authority to the Chief Probation Officer or her designee and the Executive Director of CCJCC to prepare and execute Work Order amendments to extend the term of the Work Order for up to four (4) one-year periods for a maximum annual amount of \$385,915, contingent upon available funding.

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

On November 18, 2014, the Board approved CCJCC's Master Agreement for Criminal Justice Research and Evaluation Services with multiple vendors as an evaluation resource for county departments. Departments may utilize the Master Agreement process to establish Work Orders for criminal justice-related evaluation projects.

The purpose of the recommended action is to authorize the Chief Probation Officer and the Executive Director of CCJCC to sign and execute a Work Order with RAND Corporation for an evaluation of JJCPA programs and services. Additionally, the recommended action to delegate authority to the Executive Director of CCJCC to extend the term of the existing Criminal Justice Research and Evaluation Master Agreement will accommodate this proposed JJCPA evaluation, as well as continue to offer county departments a streamlined process for procuring criminal justice related research and evaluation services.

In 2000, the California State Legislature passed what is now known as the Juvenile Justice Crime Prevention Act (JJCPA). This legislation was designed to provide a stable funding source for the State of California counties for effective programs that curb youth crime and delinquency. Its overriding intent was for JJCPA funds to be awarded through a competitive process to programs that effectively and comprehensively serve youth through collaborative, integrated and data-driven approaches.

Each county applying for JJCPA funds submits an annual Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) to the Board of State and Community Correction (BSCC) designed to facilitate coordination and collaboration across agencies to support a continuum of prevention and intervention programs and services for youth. In order to ensure that the JJCPA programs and services included in the CMJJP are delivered with fidelity and gaps in services are identified to improve the lives of youth and families served, the Juvenile Justice Coordinating Council (JJCC) approved funding on April 15, 2019 for an evaluation of JJPCA programs and services. RAND will measure efficacy of services and identify gaps in treatment based on the risks and needs of the target population. Additionally, they will provide and submit program evaluations and reports as required by JJCPA, JJCC and the BSCC, advise Probation regarding program design, data collection, data analyses and interpretation and report findings and recommendations.

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

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FINANCIAL IMPACT/FINANCING**

The cost for the initial term of this Contract is \$385,915. The cost is fully funded through JJCPA per the recommended budget approved on April 15, 2019 by JJCC. The four (4) one-year option periods are contingent upon annual funding approval by JJCC. Should your Board authorize an extension of the Master Agreement term, CCJCC staff shall continue to administer the Master Agreement at no additional cost to the County.

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

On November 18, 2014, the Board approved CCJCC's Master Agreement for Criminal Justice Research and Evaluation Services with multiple vendors to support departments' goals of evaluation program effectiveness. At that time, the Board delegated authority to the Executive Director of CCJCC to execute Master Agreement Work Orders (MAWOs) up to \$200,000, jointly with departments, for services under the Master Agreement. The Board requested that Work Orders with contract sums in excess of \$200,000 return for Board approval. The Master Agreement expires on November 30, 2020 but through this Board letter, the Executive Director of CCJCC and Probation seek to extend the Master Agreement until November 30, 2025.

County Counsel has approved the attached Work Order as to form.

### **CONTRACTING PROCESS**

Probation issued a Request for Services (RFS) to Master Agreement vendors on April 25, 2019. Vendor responses to the Program Evaluation Services RFS were due to Probation by June 6, 2019. Two (2) vendors responded to the solicitation. The evaluation of vendor proposals was conducted on July 25, 2019, by three (3) subject matter experts. The selected vendor, RAND Corporation, scored the highest of the two (2) vendors using the Informed Averaging Scoring Methodology. The duration of the project is for a one-year period with the option to extend for up to four (4) additional one-year periods, contingent upon available funding.

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

Approval of the recommended action will allow Probation to improve and enhance JJCPA programming by providing stakeholders with an analysis regarding the efficacy of existing services, gaps in services, and recommendations to direct and coordinate resources. This information will ensure that programs and services are targeted to address risk and

The Honorable Board of Supervisors

12/17/19

Page 4

needs of youth and their families, thereby impacting the reduction of juvenile delinquency in the community.

Respectfully submitted,

Respectfully submitted,

TERRI L. McDONALD  
Chief Probation Officer

MARK DELGADO  
Executive Director

TLM:TH:YT:im

Enclosure

c:     Executive Officer  
       Chief Executive Officer  
       County Counsel

County Project Director  
(CCJCC) \_\_\_\_\_ DATE \_\_\_\_\_

## II. BUSINESS OBJECTIVE and EXPECTED OUTCOME

To provide Probation with an evaluation and a detailed analysis of Juvenile Justice Crime Prevention Act (JJCPA) programs and services. The deliverables will be utilized to make data-driven recommendations to County/Probation and the Juvenile Justice Coordinating Council to improve upon the County's current Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) which will further reduce crime and delinquency.

## III. PROJECT OVERVIEW

An evaluation of the JJCPA grant is required to ensure programs and services are delivered with fidelity and to identify any gaps in services needed to improve the lives of youth and their families.

The evaluation will measure efficacy of services and identify gaps in treatment based on the risks and needs of the target population. Currently, the evaluation of the JJCPA funding includes Countywide juvenile justice trend data available from existing statewide juvenile justice systems or networks, including, but not limited to arrests, diversions, petitions files, petitions sustained, placements, incarcerations, subsequent petitions and probation violations which do not provide an analysis and correlation to an improved quality of life, which is the impetus for this evaluation.

## IV. PROJECT SCOPE

The Contractor shall evaluate the JJCPA program and work with Probation staff to identify a project timeline and implementation. As part of the evaluation, the Contractor is required to conduct an initial overview of the JJCPA program. Based on their assessment, a project plan will be completed within 30 days of contract execution. Operations staff will be made available to work with the Contractor to obtain data; provide historical documentation; facilitate interviews with youth and families where needed; and to assist the Contractor with developing the project scope and methodology. Probation will assign operations staff to assist the Contractor with executing the work plan/schedule upon completion to meet the requisite timelines.

## V. STATEMENT OF WORK

*(including detailed Project Plan, Tasks, Milestones, Deliverables, and Acceptance Criteria)*

***Please see Appendix A, Statement of Work, of this Work Order, attached hereto.***

## VI. PROJECT SCHEDULE

***Please see Appendix B, Budget, of this Work Order, attached hereto.***

## VII. PAYMENT SCHEDULE

Invoices, accompanied by the Work Order Deliverable Acceptance Form, to be submitted monthly to Probation's Juvenile and Adult Field District Services – Fourth District (9150 East Imperial Highway, Downey, CA 90242).

**Los Angeles County  
Criminal Justice Research and Evaluation Services Master Agreement  
Work Order Deliverable Acceptance Form**

Project Title            Program Evaluation Services Under the Juvenile Justice Crime Prevention Act (JJCPA)

Department            Probation

Work Order No.        CJWO-05                      Effective Date \_\_\_\_\_

**DELIVERABLE DESCRIPTION**

2.0 Specific Tasks

- 2.1.1 Provide and submit on behalf of County all program evaluations and reports as required by JJCPA, JJCC, and BSCC; and
- 2.1.2 Submit quarterly reports and annual reports on JJCPA evaluation results and ad hoc reports.

2.2 Technical Assistance

- 2.2.3 Assessing training/experience of staff in case management. Contractor shall provide reports by program and cluster/service area and provide Probation with copies of the report per program and cluster/service area on findings and recommendations determined upon completion of technical assistance.
- 2.2.6 Contractor shall provide an annual written report on each service provider delineating continuous process improvement recommendations for the service provider to improve program services and outcomes. Contractor shall work with Probation management and Probation contract monitors to determine timelines and tasks for implementation of the recommendations. This report will be based on statistical data obtained from 2.2.1 through 2.2.4, above. The ultimate goal for analyzing and implementing continuous process improvement recommendations is to reduce the variability within and between programs.
- 2.2.7 Contractor shall advise Probation about program design, data collection, data analyses and interpretation. The Contractor shall provide an annual report on how it relates to JJCPA programs. Such advise and counsel shall be compliant with criteria referred to in Section 2.2 above. Contractor shall assist Probation in conducting a review of existing JJCPA programs, Local Action Plans, service gaps, and juvenile crime trends.

- 2.2.8 Contractor, upon request by Probation, shall actively participate in Probation



initiated meetings and conversations.

- 2.2.9 Contractor shall make accessible to Probation the Contractor's research team on business days from October 8th to October 15th annually. The research team shall provide corrective actions that Probation deems necessary in order to make the BSCC Annual Report compliant with JJCPA and BSCC requirements.

### 2.3 Research Expertise

- 2.3.4 Provide an overall analysis of the effectiveness of program concept, administration, implementation, linkage, case management, and outcome results.

### 2.4 Data and Statistical Analysis

- 2.4.3 Contractor shall accept, process, analyze, and appropriately report on each electronic Excel or Access file (data collection form) that is delivered to the Contractor by Probation.

### 2.5 Reports Generation

- 2.5.1 Contractor shall provide ad-hoc, quarterly and annual reports to Probation to include information (or data) agreed upon by Contractor and Probation.

## ACCEPTANCE CRITERIA

All deliverables must be provided according to the attached Project Schedule.

All deliverables must describe services provided and provide hours worked on the appropriate invoice.

## SIGNATURES

Contractor's Authorized Official \_\_\_\_\_  
DATE

Department Project Director \_\_\_\_\_  
DATE

County Project Director  
(CCJCC) \_\_\_\_\_  
DATE

# **APPENDIX A**

## **STATEMENT OF WORK**

**PROGRAM EVALUATION SERVICES  
UNDER THE JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)  
TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1.0	SCOPE OF WORK.....	1
2.0	SPECIFIC TASKS.....	2

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK

1.1 Probation's release of data to Contractor for the purpose of fulfilling the terms of this contract is subject to the approval of the Presiding Judge of the Juvenile Court.

#### 1.2 Scope of Work

The Contractor shall provide services that will evaluate and report on the outcomes of Juvenile Justice Crime Prevention Act (JJCPA) programs in compliance with the requirements set forth by the Juvenile Justice Coordinating Council (JJCC) or its subcommittee, Board of State and Community Corrections (BSCC), and the County. Contractor shall also provide the specific tasks listed in Section 2.0 below.

The Contractor acknowledges that all services specifically and directly associated with the evaluation and reporting requirements of the JJCPA programs for the period of this contract is subject to the continued legislative funding from the State.

#### 1.3 Objective

1.3.1 The objective of this contract is for Contractor to provide the required services identified herein in order to provide consultation for developing program evaluation design and metrics, conduct program and outcome analysis, conduct literature reviews of effective programs, provide annual gap analysis, and report on the JJCPA programs in compliance with the following:

1.3.1.1 JJCPA Program Outcomes;

1.3.1.2 BSCC rules, requirements; and

1.3.1.3 The County requirements.

1.3.2 Contractor shall conduct evaluability assessments on existing programs and evaluate program implementation and efficacy which includes, but is not limited to:

1.3.2.1 Evaluability of Existing Programs and Services;

1.3.2.2 Actual Program Design;

1.3.2.3 Efficient Service Delivery using Quality Assurance measures;

- 1.3.2.4 Relevant and feasible Program Outcome measures;
  - 1.3.2.5 Model-Adherence of Evidence-Based Practices/Programs;
  - 1.3.2.6 Assessment of current programs for retention/deletion;
  - 1.3.2.7 Assessment of current environment for new program development; and
  - 1.3.2.8 Scan of existing programs and services against annual population data to identify gaps in services and service areas.
- 1.3.3 Contractor shall ensure that research designs and methodologies are in compliance with the Administrative Rules of Court which governs research of court wards, which includes but is not limited to:
- 1.3.3.1 Pay any and all incidental costs pertaining to research/record search;
  - 1.3.3.2 Abide by all laws regarding confidentiality and the policies and procedures of DCFS, Probation, and the court;
  - 1.3.3.3 Ensure no unauthorized person or agency has access to case specific information released to the petitioner;
  - 1.3.3.4 Ensure names and identifying information of minors are not used in any published documents (i.e., reports, evaluations);
  - 1.3.3.5 Schedule access with the appropriate departments;
  - 1.3.3.6 Submit all reports using case specific information for approval, prior to publication; and
  - 1.3.3.7 Provide a copy of all research reports upon completion to the appropriate agency and the court.
- 1.3.4 Contractor shall present its findings and recommendations to the Juvenile Justice Coordinating Council (JJCC) annually.

## **2.0 SPECIFIC TASKS**

- 2.1 Contractor shall provide Technical Assistance, Research Expertise, Data and Statistical Analysis, and Report Generation which includes but is not limited to:

2.1.1 Provide and submit on behalf of County all program evaluations and reports as required by JJCPA, JJCC, and BSCC; and

2.1.2 Submit quarterly reports and annual reports on JJCPA evaluation results and ad hoc reports.

## 2.2 Technical Assistance

Contractor shall provide technical assistance to Probation in program and service development against evidence-based and best practices in juvenile justice and directing ways to improve service delivery and program results. The technical assistance shall include, but not be limited to:

2.2.1 Interviewing program administrators about program goals, objectives, and activities as they relate to program outcomes. This shall include, but not limited to: discussing major program barriers and facilitators in providing services, issues in providing services, numbers and characteristics of youth to whom they provide services;

2.2.2 Assessing the education and experience of both administrators and line staff, evaluating whether the staff have the proper skills to provide the required services; and

2.2.3 Assessing training/experience of staff in case management. Contractor shall provide reports by program and cluster/service area and provide Probation with copies of the report per program and cluster/service area on findings and recommendations determined upon completion of technical assistance.

2.2.4 Interviewing a sample of program staff to document what activities they conduct, services they provide, and types of case management activities they provide. Determining whether staff are following program model.

2.2.5 Interviewing a sample of program participants to document perspectives of impacted youth and families regarding program/service delivery.

2.2.6 Contractor shall provide an annual written report on each service provider delineating continuous process improvement recommendations for the service provider to improve program services and outcomes. Contractor shall work with Probation management and Probation contract monitors to determine timelines and tasks for implementation of the recommendations. This report will be based on statistical data obtained from 2.2.1 through 2.2.4, above. The ultimate goal for analyzing and implementing continuous process improvement recommendations is to reduce the variability within and between programs.

- 2.2.7 Contractor shall advise Probation about program design, data collection, data analyses and interpretation. The Contractor shall provide an annual report on how it relates to JJCPA programs. Such advise and counsel shall be compliant with criteria referred to in Section 2.2 above. Contractor shall assist Probation in conducting a review of existing JJCPA programs, Local Action Plans, service gaps, and juvenile crime trends.
- 2.2.8 Contractor, upon request by Probation, shall actively participate in Probation initiated meetings and conversations.
- 2.2.9 Contractor shall make accessible to Probation the Contractor's research team on business days from October 8th to October 15th annually. The research team shall provide corrective actions that Probation deems necessary in order to make the BSCC Annual Report compliant with JJCPA and BSCC requirements.

### 2.3 Research Expertise

Contractor shall provide research expertise to Probation. The research expertise shall include, but not be limited to:

- 2.3.1 Requesting from service providers documentation on the theoretical model utilized in developing program activities. Reviewing whether the theoretical model reflects consistency with juvenile justice research on effective/evidence-based programs. Reviewing in what ways it deviates from the best practices: model, practice, implementation, and anticipated results;
- 2.3.2 Reviewing management information systems to assess whether the quality and confidentiality of youth files are maintained properly;
- 2.3.3 Selecting an appropriate sample of case files to review the following:
  - 2.3.3.1 The assessment, case planning and review methods, treatment and dosage of services that are provided by provider.
  - 2.3.3.2 Whether the case management (if applicable) reflects an individualized plan that addresses the unique needs of the youth and family.
  - 2.3.3.3 The ongoing documentation of services, including dosage, quality/relevancy of the documentation,

linkage to case plan, and impact of services (pre/post tests and efficacy).

2.3.3.4 The extent and range of documentation of services that are provided to selected youth.

2.3.3.5 The youth's criminal history and prior Probation and child welfare involvement.

2.3.4 Provide an overall analysis of the effectiveness of program concept, administration, implementation, linkage, case management, and outcome results.

## 2.4 Data and Statistical Analysis

Contractor shall provide data and statistical analysis to Probation. The data and statistical analysis shall include, but not be limited to:

2.4.1 Evaluate all legislatively mandated and supplemental outcomes for all program youth (pre/post), including those with a comparison group;

2.4.2 As deemed necessary, Probation shall observe the above activities. This will enhance the Probation's ability to monitor the implementation of recommendations to improve services and outcomes;

2.4.3 Contractor shall accept, process, analyze, and appropriately report on each electronic Excel or Access file (data collection form) that is delivered to Contractor by Probation; and

2.4.4 Contractor shall have access to program participant data that does not violate confidentiality rules and Probation deems relevant to project.

## 2.5 Reports Generation

2.5.1 Contractor shall provide ad-hoc, quarterly and annual reports to Probation to include information (or data) agreed upon by Contractor and Probation.



# **APPENDIX B**

## **BUDGET**

			Hours	Hourly Rate	Cost
<b>Direct Labor and Fringe Costs</b>					
Professional Employee	Barnes-Proby, Dionne	Policy Researcher, Full	240.00	75.46	18,109
	Communications Analyst I	Communications Analyst I	20.00	45.24	905
	Fain, Terry	Quantitative Analyst, IV	400.00	66.98	26,792
	Holliday, Stephanie Brooks	Behavioral/Soc Sci, Full	400.00	66.38	26,551
	Internal Reviewer	Research Reviewer, Sr	8.00	108.17	865
Professional Consultant	Turner, Susan F	Behav/Soc Sci, Adjunct	240.00	108.88	26,131
PRGS	Rgs Fellow Tbd	Prgs Fellow Tbd	120.00	53.24	6,389
	Rgs Fellow Tbd	Prgs Fellow Tbd 2	120.00	53.24	6,389
Non-Professional Employee	Administrative Assistant, IV	Administrative Assistant, IV	50.82	34.00	1,728
Total Direct Labor			1,598.82		113,860
Fringe Benefits	47.5%	Applied to Professional Employee and Non-Professional Employee Direct Labor			35,601
TOTAL Direct Labor and Fringe					149,461
<b>Direct Non-Labor Costs</b>					
Travel					2,130
Technology Svcs Allocation				12,856	
SUBTOTAL Computing					12,856
Letter Agreements - External Reviewer				1,000	
Miscellaneous Exp - Incentives and CPC Training				21,125	
SUBTOTAL ODC					22,125
Total Publications				8,970	
SUBTOTAL Publications					8,970
Subcontract					-
Total Direct Costs					\$ 195,542
<b>Indirect Costs</b>					
Unit Overhead	32.0%	All Indirect Cost rates are applied to TOTAL Direct Labor and Fringe			47,828
Corporate Overhead	69.5%				103,876
Unit and Corporate Overhead	101.5%				151,703
FCCOM	2.4%				3,587
Total Indirect Costs					\$ 155,290
Total Cost Before Fee					\$ 350,832
Fee					\$ 35,083
Total Including Fee					\$ 385,915

# **APPENDIX C**

## **REQUIRED FORMS**

## **REQUIRED FORMS**

### Exhibits

- 1 CERTIFICATION OF EMPLOYEE STATUS
- 2 CERTIFICATION OF NO CONFLICT OF INTEREST
- 3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- 4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- 5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- 6 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- 7 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- 8 CONFIDENTIALITY OF CORI INFORMATION
- 9 BACKGROUND REQUEST FORM

**CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF EMPLOYEE STATUS**

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

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

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

RAND Corporation

CONTRACTOR NAME

Work Order No. CJWO-05

County Master Agreement No.

CJ-1016

Los Angeles County Code Section 2.180.010.A provides as follows:

**“Certain contracts prohibited.**

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name RAND Corporation

Work Order No. CJWO-05 County Master Agreement No. CJ-1016

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

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

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

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

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

## **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name RAND Corporation Employee Name \_\_\_\_\_

Work Order No. CJWO-05 County Master Agreement No. CJ-1016

### **GENERAL INFORMATION:**

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

### **EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

### **CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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



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

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

Contractor Name RAND Corporation Non-Employee Name \_\_\_\_\_

Work Order No. CJWO-05 County Master Agreement No. CJ-1016

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles Agreement Number CJWO-05 for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number CJWO03 \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

**CONFIDENTIALITY OF CORI INFORMATION**

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

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



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](mailto:Edith.Ruvalcaba@probation.lacounty.gov)



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.**

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

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

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

- Are you currently on any type of probation or parole? Yes \_\_\_\_\_ No \_\_\_\_\_
- Do you have any outstanding failure to appear? Yes \_\_\_\_\_ No \_\_\_\_\_
- Have you ever been convicted of a sex offense? Yes \_\_\_\_\_ No \_\_\_\_\_
- Have you ever been convicted for a crime against children? Yes \_\_\_\_\_ No \_\_\_\_\_
- Have you ever been convicted for crimes relating to the use of weapons? Yes \_\_\_\_\_ No \_\_\_\_\_
- Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) Yes \_\_\_\_\_ No \_\_\_\_\_
- 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



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242

562-940-2501



**TERRI L. McDONALD**  
Chief Probation Officer

December 17, 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 NON-FINANCIAL STANDARDIZED MEMORANDUM OF UNDERSTANDING WITH RAPE CRISIS CENTERS TO PROVIDE EMOTIONAL SUPPORT SERVICES RELATED TO SEXUAL ABUSE AND VICTIM ADVOCATE SERVICES**

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

### **SUBJECT**

This is to request that your Board authorize the Chief Probation Officer to enter into a standardized non-financial Memorandum of Understanding (MOU) with Rape Crisis Centers (RCCs) for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per Federal Prison Rape Elimination Act (PREA) Standards.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached non-financial standardized MOU (Attachment) to utilize the services of RCCs for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per PREA Standards to youth in custody in Los Angeles County Probation Department (Probation) juvenile facilities.
2. Delegate authority to the Chief Probation Officer to negotiate, execute, amend, modify, terminate, and/or extend MOUs with RCCs, upon approval as to form by County Counsel.



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

The purpose of the recommended actions is to obtain approval of a non-financial standardized MOU to utilize the services of RCCs for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per PREA Standards to youth in custody in Probation juvenile facilities. The RCCs are self-funded through governmental grants and/or donations from donors. This will provide Probation with needed resources at no cost.

The RCCs will be primarily providing services that include access to outside victim advocates for initial, follow-up and on-going Emotional Support Services related to sexual abuse as requested by the youth victim and Probation's staff through the following methods:

- Free, non-recorded, confidential, and unmonitored youth telephone calls utilizing the youth telephone system to RCCs hotline number made available to youth;
- Confidential written correspondence between a Sexual Assault Counselor and a youth victim;
- In-person crisis counseling/case management sessions between youth victims and RCCs staff utilizing prearranged meetings; and/or
- Telephone calls to RCCs Victim Advocates via chaplain, counselor, or psychologist as resources and scheduling allow.

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

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

### **FISCAL IMPACT/FINANCING**

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

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

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

The Honorable Board of Supervisors  
Pending  
Page 3

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

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

Approval of these recommendations will allow Probation to collaborate with RCCs for the provision of Emotional Support Services related to sexual abuse and Victim Advocate Services per PREA Standards to youth in custody in Probation juvenile institutions. These recommendations will also establish a comprehensive effort to comply with the PREA Standards by demonstrating Probation's commitment to developing and maintaining agreements with community service providers that are able to provide youth in custody with confidential emotional support services related to sexual abuse.

Respectfully submitted,

Terri L. McDonald  
Chief Probation Officer

TLM:TH:JK:sb

Enclosure

c:     Executive Officer  
       County Counsel  
       Chief Executive Office

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND  
AGENCY (Rape Crisis Center (RCC))  
TO PROVIDE EMOTIONAL SUPPORT SERVICES RELATED TO SEXUAL  
ABUSE AND VICTIM ADVOCATE SERVICES**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between the County of Los Angeles Probation Department, hereinafter referred to as "County" and (RCC), hereinafter referred to as "Agency".

**WHEREAS**, The Prison Rape Elimination Act (PREA) Compliance Unit is seeking assistance in executing a Memorandum of Understanding (MOU) with Agency to define roles and responsibilities regarding the County's duty to provide Emotional Support Services related to sexual abuse and Victim Advocate Services per Federal PREA Standards.

**WHEREAS**, On May 29, 2018, the Board of Supervisors directed County Counsel to coordinate and lead a PREA Compliance Implementation Team (Team) comprised of staff from CEO, Sheriff, and Probation to identify the steps required to achieve compliance with PREA in all County facilities and provide guidance to the Sheriff and Chief Probation Officer on implementing necessary reforms.

**NOW, THEREFORE**, in consideration of the mutual benefits and subject to the conditions contained herein, the parties mutually agree as follows:

**I. PURPOSE**

The purpose of this MOU is to define the roles and responsibilities of each entity regarding the County's duty to provide Emotional Support Services related to sexual abuse and Victim Advocate Services.

The intent of this MOU is to provide youth in custody in Los Angeles County juvenile institutions with Emotional Support Services related to Sexual Abuse in accordance with the Prison Rape Elimination Act (PREA) Federal Standard 115.353; for violations listed in California Penal Code Sections 236.1(c), 261.5, 264.2, 266, 269, 285, 288.5, 288.7, 311.11, 647(b)(3), 646.9, and 679.04.

**II. TERM**

The term of the MOU is for a one-year period beginning XXXXX, through XXXXXX. Any additional renewals commencing after XXXXX will be subject to approval by the County and Agency.

### **III. FUNDING**

This is a non-financial MOU.

### **IV. COUNTY RESPONSIBILITIES**

County agrees to:

1. Work with Agency so that youth victims are provided with access to outside Victim Advocates for Emotional Support Services Related to Sexual Abuse for violations of the crimes listed in California Penal Code Sections 236.1(c), 261.5, 264.2, 266, 269, 285, 288.5, 288.7, 311.11, 647(b)(3), 646.9, and 679.04. This will be accomplished by providing contact information for Agency to the youth population via departmentally approved written materials.
2. Provide Agency with County volunteer training including PREA volunteer training; and provide other training, orientation and information when possible such as facility tours and specialized meetings to familiarize Agency personnel with facility operations and/or policies related to PREA.
3. Allow entry of Agency Personnel who (1) have passed all required security clearances and (2) for whom Agency maintains proof of having met the 2 requirements for Sexual Assault Counselor pursuant to California Evidence Code § 1035.2, as Victim Advocates into the facility and/or the hospital site for the forensic medical examination and investigative interview(s) and to provide emotional support services per PREA Standard § 115.353. Contact Agency to request a Victim Advocate to accompany and support the youth victim through the forensic medical examination process and investigative interview(s).
4. Contact Agency for emotional support via phone call or in-person crisis counseling sessions, with the youth victim's consent and upon request.
5. Respect the nature of privileged communication between the Victim Advocate from Agency and the youth victim pursuant to California Evidence Code § 1035.4 and 1035.8, whenever possible during the forensic medical examination process; and treat written correspondence between Agency Personnel and a youth in an envelope marked "Evid. Code 1035.4 Confidential/Privileged Communication" as confidential written correspondence.
6. Permit follow-up and on-going Emotional Support Services Related to Sexual Abuse as requested by the youth victim and Agency Personnel without regard to the status of an investigation through the following methods:

- a. Free, non-recorded, confidential, and unmonitored youth telephone calls utilizing the youth telephone system to Agency's hotline number made available to youth;
  - b. Confidential written correspondence between a Sexual Assault Counselor and a youth victim pursuant to California Evidence Code § 1035.4– outside of envelope must state "Evid. Code 1035.4 Confidential/Privileged Communication;"
  - c. In-person crisis counseling/case management sessions between youth victims and Agency Personnel utilizing meetings prearranged by the PREA Compliance Manager or designee when arranged by the specific institution and approved by County- Probation Headquarters;
  - d. Telephone calls to Agency Victim Advocates via chaplain, counselor, or psychologist as resources and scheduling allow.
7. Include Agency's address and hotline number on PREA youth education materials.
  8. Participate in multi-disciplinary team meetings regarding individual reports of sexual abuse and sexual harassment of a youth victim
  9. Meet with Agency on a quarterly basis
  10. Communicate any questions or concerns to Agency's Director of Programs or designee by telephone or email as needed.

## **V. AGENCY RESPONSIBILITIES**

Agency agrees to provide the following services:

1. Work with County staff so that youth victims are provided with access to outside Victim Advocates for Emotional Support Services related to sexual abuse via Advocacy Agency's 24-hour hotline, or during accompaniment to designated facility per direction from Juvenile Court Health Services (JCHS).
2. Follow all County policies and procedures for safety and security.
3. Maintain documentation for each Victim Advocate of that individual's qualifications for Sexual Assault Counselor in California Evidence Code § 1035.2 and make available to County upon request
4. Maintain confidentiality as required by state and federal laws for sexual assault counselors pursuant to California Evidence Code § 1035.8.
5. Provide follow-up and on-going Emotional Support Services Related to Sexual Abuse as requested by the youth victim and County Personnel through the following methods:

- a. free, non-recorded, confidential, and unmonitored youth telephone calls utilizing the youth telephone system to Agency's hotline number made available to youth;
  - b. confidential written correspondence between a Sexual Assault Counselor and a youth victim pursuant to California Evidence Code § 1035.4— outside of envelope must state "Evid. Code 1035.4 Confidential/Privileged Communication;"
  - c. in-person crisis counseling/case management sessions between youth victims and Agency Personnel utilizing meetings prearranged by the PREA Compliance Manager or designee when arranged by the specific institution and approved by County- Probation Headquarters;
  - d. telephone calls to Agency Victim Advocates via chaplain, counselor, or psychologist as resources and scheduling allow.
6. Notify the facility's Director on Duty/Designee (Juvenile Halls) or Director/Designee (Camps) at any time during the day or night, of any emergency mental health needs of the victim, with proper consent or as required by reporting laws, and without disclosing anything beyond immediate concern:
- a. Barry J. Nidorf Juvenile Hall - (818) 364-2011
  - b. Central Juvenile Hall- (323) 226-8611
  - c. Camp Afflerbaugh- (909) 593-4937
  - d. Dorothy Kirby Center- (323) 981-4301
  - e. Camp Paige- (909) 593-4921
  - f. Camp Rockey- (909) 599-2391
  - g. Camp Kilpatrick- (818) 889-1353
  - h. Camp Scott- (661) 296-8500

The County has the right to add or delete facilities at any time.

- 7. As resources allow, provide training on trauma-informed responses to sexual abuse and sexual harassment for County staff, upon request and if available.
- 8. As resources allow, develop informational materials and provide emotional support for youth victims and secondary victims of sexual assault and sexual harassment
- 9. As resources allow, facilitate support groups and/or educational workshops for youth in County facilities

10. Communicate any questions or concerns to the County PREA Coordinator, or designee, by telephone or email as needed:

- a. Departmental PREA Coordinator:  
Nathan Martinez (562) 522-0962  
Nathan.Martinez@probation.lacounty.gov

## **VI. BACKGROUND AND SECURITY INVESTIGATIONS**

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

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

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

## **VII. CONFIDENTIALITY**

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

1. Agency shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
2. Agency shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of this confidentiality section of the MOU.
  - a) Agency shall sign and adhere to the provisions of *Exhibit A, Contractor Acknowledgement and Confidentiality Agreement*.
  - b) Agency shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit B, Contractor Employee Acknowledgment and Confidentiality Agreement*.
  - c) Agency shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit C, Contractor Non-Employee Acknowledgment and Confidentiality Agreement*.
3. Agency shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Agency, its officers, employees, agents, or Subcontractors, to comply with this Section as determined by County in its sole judgment. Any legal defense pursuant to Agency's indemnification obligations under this Paragraph shall be conducted by Agency and performed by counsel selected by Agency and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Agency fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Agency for all such costs and expenses incurred by County in doing so. Agency shall not have the right to enter into any settlement, agree to any injunction, or make any



admission, in each case, on behalf of County without County's prior written approval.

4. Confidentiality of Adult and Juvenile Records

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

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

**VIII. INDEMNIFICATION**

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

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

**IX. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Agency's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections IX and X of this MOU. These minimum insurance coverage terms, types and limits (the

“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Agency pursuant to this MOU. County in no way warrants that the Required Insurance is sufficient to protect the Agency for liabilities which may arise from or relate to this MOU.

#### **1. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Agency’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Agency’s policy expiration dates. County reserves the right to obtain complete, certified copies of any required Agency and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Agency identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

- Agency also shall promptly report to County any injury or property damage accident or incident, including any injury to an Agency employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities

entrusted to Agency. Agency also shall promptly notify County of any third party claim or suit filed against Agency or any of its Subcontractors which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against Agency and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Agency's General Liability policy with respect to liability arising out of Agency's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Agency's acts or omissions, whether such liability is attributable to the Agency or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

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

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

## **5. Insurer Financial Ratings**

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

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

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

**7. Waivers of Subrogation**

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

**8. Subcontractor Insurance Coverage Requirements**

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

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

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

**10. Claims Made Coverage**

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

**11. Application of Excess Liability Coverage**

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

## 12. **Separation of Insureds**

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

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

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

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

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

# **X. INSURANCE COVERAGE**

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

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

2. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Agency's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Agency will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage

provision. If applicable to Agency's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. **Professional Liability-Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this MOU's expiration, termination or cancellation.

#### **XI. AMENDMENTS**

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

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

#### **XII. TERMINATION**

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

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

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

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

AGENCY

By \_\_\_\_\_ Date \_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By \_\_\_\_\_ Date \_\_\_\_\_  
NANCY M. TAKADE  
PRINCIPAL DEPUTY COUNTY COUNSEL



JACKIE LACEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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HALL OF JUSTICE  
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

December 17, 2019

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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS  
FROM THE OFFICE OF TRAFFIC SAFETY AND APPROVE THE APPROPRIATION  
ADJUSTMENT FOR FEDERAL FISCAL YEAR (FFY) 2019-20  
(ALL DISTRICTS) (4-VOTES)**

**SUBJECT**

This Board Letter requests authority for the District Attorney's Office to accept grant funds from the California Office of Traffic Safety (OTS) for a one-year period running from October 1, 2019 through September 30, 2020. Applicants are required to submit necessary assurances and documentation with their grant application. In addition, approval of the Appropriation Adjustment is requested.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles (COUNTY), to accept federal grant funds from the OTS for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Catalog of Federal Domestic Assistance 20.616, grant award number DI20005, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,355,948, for a one-year period of October 1, 2019 to September 30, 2020. There is no required County match for this grant.
2. Authorize the DA or her designee, on behalf of the COUNTY, to serve as Project Director and sign and approve any revisions, amendments or extensions to the OTS grant contract that do not increase the Net County Cost of the Project.



3. Authorize the Director of Internal Services to issue a purchase order to continue the pilot program for on-call blood draw services for the detection of impairing substances in DUI investigations, and authorize the DA to enter into a corresponding Sole Source agreement with Vital Medical Services for these services, in an amount not to exceed \$50,000; and approve any revisions, modifications, amendments or extensions to said agreement, as necessary, to make technical or non-material changes.
4. Authorize the District Attorney or her designee, on behalf of the COUNTY, to approve interim ordinance authority for (1) position: one (1) Deputy District Attorney IV "N" position pursuant to section 6.06.020 of the County Code, and subject to allocation by the Chief Executive Office Classification Division.
5. Approve the attached Appropriation Adjustment in the amount of \$392,000 to allocate funding for the program which includes funding for the salaries and employee benefits of one Deputy District Attorney (DDA) IV and three DDA IIIs for FY 2019-20 in order to align the DA's budget with the full amount awarded for the program.

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

The OTS is designated by the Governor to receive federal traffic safety funds from the United States Department of Transportation, National Highway Traffic Safety Administration, for coordinating California's highway safety programs. Each year, the OTS develops a Highway Safety Plan (HSP) identifying the key highway safety problems in the state and the most effective countermeasures to address them. OTS then solicits proposals statewide to address the identified problems. Finally, available funds are allocated to state and local governmental agencies to implement traffic safety programs and grants.

The purpose of the OTS grant is to have a specialized team of Deputy District Attorneys (DDA) continue the process of providing significantly improved DUI-Alcohol and DUI-Drug training to DDAs and law enforcement agencies, as well as allowing this specialized team of DDAs to continue its work in increasing the number of Drug Recognition Experts (DREs). These efforts will serve to increase traffic safety in Los Angeles County.

In Los Angeles County, the number of misdemeanor DUI-Drug cases presented for filing consideration increased between 2017 and 2018 (285 in 2017 versus 1,018 in 2018, as did the number of misdemeanor DUI alcohol cases (22,136 cases in 2017

compared to 23,823 cases in 2018). This escalation in DUI Drug cases appears to be consistent with the findings of an October 2018 report from the Insurance Institute for Highway Safety, which determined that police-reported crash rates increased in Colorado, Washington, and Oregon after recreational marijuana was legalized there. The state of Colorado also reported a 300% spike in polysubstance (more than one drug) impaired driving cases between 2013 and 2016 with alcohol and Tetrahydrocannabinol (THC), the principal psychoactive component of cannabis, being the most common combination (Denver Police Department). In 2016, the state of Washington reported twice as many poly-drug drivers than alcohol-only drivers and five times more than THC-only drivers (Washington Traffic Safety Commission). Marijuana-related traffic deaths increased 66% in the four-year average (2013-2016) since Colorado legalized recreational marijuana compared to the four-year average (2009-2012) prior to legalization. During the same time period, all traffic deaths increased 16%. In 2009, 9% of traffic fatalities involved drivers who tested positive for marijuana. By 2016, that number more than doubled to 21% (Rocky Mountain High Intensity Drug Trafficking Area (2017)).

This also appears to be consistent with the findings of the National Highway Traffic Safety Administration's most recent report, which found that in 2017, 46% of fatally injured drivers, with known test results, tested positive for drugs, up from 28% in 2007.

The DA's plan to develop expertise and train prosecutors on topics specific to DUI-Alcohol and DUI-Drug (DUI-D) cases has been approved for grant funding from the OTS. The DA is also seeking approval to continue a small pilot program for on-call blood draw services, funded by the OTS grant, to detect impairing substances in DUI-Alcohol, DUI-D, and DUI-Combination (alcohol and drugs) incidents. Earlier this year, the Board approved the initial pilot program for on-call blood draw services. To date, pilot program has only been in effect since June 1, 2019. Approval by the Board to continue this program would allow the DA's Office to gather sufficient data to determine the feasibility of a long term on-call blood draw service.

Board approval is required to accept grant funds and satisfy County and State requirements.

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

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible,

effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The total funding awarded from OTS is \$1,355,948 for a one-year period, October 1, 2019 to September 30, 2020. The pro-rated grant award amount for the County FY is \$1,262,242. There is no Net County Cost associated with this program. In addition, approval of the Appropriation Adjustment in the amount of \$392,000 is requested to align the DA's budget with the grant award. This amount represents the difference between the pro-rated FY 2019-20 grant award amount of \$1,262,242, and the \$870,000 which was included in the DA's FY 2019-20 Adopted Budget.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions.

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

The fair and ethical prosecution of those who drive while impaired by alcohol, drugs, or a combination of drugs and alcohol, requires a well-trained prosecutorial staff. The OTS grant is a timely opportunity to provide this training in Los Angeles County, especially given the increase in the number of DUI-Alcohol and DUI-Drug offenses in Los Angeles County since the passage of Proposition 64, entitled the "Adult Use of Marijuana Act" (AUMA).

According to the 2013-2014 National Highway Traffic Safety Administration (NHTSA) National Roadside Survey (NRS), more than 20 percent of weekend, nighttime drivers tested positive for illegal, prescription, or over-the-counter drugs. More than 15 percent tested positive for illicit drugs. More than 12 percent tested positive for THC, the primary psychoactive substance in cannabis, a 48 percent increase from the 8 percent reported in the 2007 NRS.

An additional 2009 NHTSA national study tested fatally injured drivers and found that 18 percent tested positive for at least one illicit, prescription, or over-the counter drug. This is an increase from a 2005 NHTSA study that found that 13 percent of fatally injured drivers tested positive for at least one drug type. The study also found that 23 percent of California's 1,678 fatally injured drivers in 2009 tested positive for drugs. The 2012 California Statewide Roadside Survey found that 14 percent of weekend nighttime

drivers tested positive for drugs that can impair driving, while 7.3 percent tested positive for alcohol. The survey found that 7.4 percent of weekend nighttime drivers tested positive for THC, which was found to be the most prevalent drug in the survey.

DUI-D cases involve issues that do not directly overlap with driving under the influence of alcohol cases. The observational tests to detect the physical symptoms of drug impairment, and the chemical tests performed to determine if someone is under the influence of a drug, are in addition to or different from the tests from the standard evaluations applicable to alcohol impairment. This grant funding allows a specialized team of deputy district attorneys (DDA) to continue to train other DDAs and law enforcement agencies on the issues related to DUI-D cases.

In addition, the OTS grant will provide funding to continue a small pilot program for as-needed, on-call blood draw services. The presence of active drugs in the bloodstream of a DUI suspect dissipates rapidly and, unlike alcohol, can only be detected through blood sample testing. Recent changes to the law hold that a blood sample from a DUI suspect may be obtained either through consent or, absent that, through a search warrant signed by a judge. In some instances, law enforcement officers have experienced difficulty or delays in obtaining blood draws at hospitals, despite having obtained consent or a valid search warrant. The pilot program will afford an opportunity to assess the level of need, and the geographic areas of need, for on-call blood draw services in the County. As the grant funds for the pilot program are not to exceed \$50,000, the pilot program for blood-draw services will last until the funds allotted are expended, or up to one year, whichever comes first.

On March 6, 2019, the District Attorney's office provided notice and briefing at the Public Safety Cluster meeting of the negotiation for this sole source contract with Vital Medical Services. The sole source checklist is attached as Attachment A.

The continuation of the pilot program will only require services on a part-time and intermittent basis, and therefore, the sole source contract is exempt from Proposition A (Los Angeles County Code Chapter 2.121).

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

Pursuant to your Board motion of December 15, 1998, the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments have been notified of this request for review and have determined that this action would not impact their current operations.

The Honorable Board of Supervisors  
December 17, 2019  
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## **CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Melanie Rubio, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Rubio at (213) 257-2803.

Respectfully submitted,

JACKIE LACEY  
District Attorney

mr

Attachments

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

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants \$100,000 or More**

<b>Department:</b>	<b>DISTRICT ATTORNEY'S OFFICE</b>
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<b>Grant Project Title and Description</b>	<b>ALCOHOL &amp; DRUG IMPAIRED DRIVER VERTICAL PROSECUTION PROGRAM</b>
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The Los Angeles County District Attorney's Office will continue with its specialized team of prosecutors (DUI Training and Prosecution Section (DTAPS)) that will strengthen Driving Under the Influence of Alcohol (DUI Alcohol) and/or Drugs (DUID) and/or DUI Combination of Alcohol and Drug (DUI Combo) investigations and prosecutions in Los Angeles County by providing training on these types of cases to trial prosecutors and law enforcement agencies throughout the County. DTAPS will continue to train, and in some instances, co-chair the prosecution of DUI Alcohol, DUID, or DUI Combination (Alcohol and Drug) cases with misdemeanor and felony Deputy District Attorneys who handle these types of cases throughout each step of the criminal justice process. DTAPS will work with the Traffic Safety Resource Prosecutor - Southern California Training Network to increase the capabilities of the Office by obtaining and delivering specialized training. DTAPS will share information with peers, law enforcement, and crime lab personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
OFFICE OF TRAFFIC SAFETY	DI20005	N/A

<b>Total Amount of Grant Funding:</b>	<b>\$1,355,948</b>	<b>County Match:</b>	<b>\$0</b>
<b>Grant Period</b>	<b>Begin Date:</b> October 1, 2019	<b>End Date:</b> September 30, 2020	
<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time:</b> 4	<b>Part Time:</b> 0	

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>
_____				
_____				
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

Impact of additional personnel on existing space:
None

Other requirements not mentioned above:
None

**Department Head Signature**



**Date**

9/13/19



PINK

BA FORM 03/13

BOARD OF  
SUPERVISORS  
OFFICIAL COPY

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

**DEPARTMENT OF DISTRICT ATTORNEY**

DEPT'S. NO. 370

November 12, 2019

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFOR**

**FY 2019-20**

**4 - VOTES**

**SOURCES**

District Attorney  
A01 - DA - 90 - 9031 - 14030  
Federal Grants \$392,000  
Increase Revenue

**USES**

District Attorney  
A01 - DA - 1000 - 14030  
Salaries and Employee Benefits \$392,000  
Increase Appropriation

**SOURCES TOTAL: \$ 392,000**

**USES TOTAL: \$ 392,000**

**JUSTIFICATION**

The appropriation adjustment reflects an additional federal grant award from the Office of Traffic Safety for the Alcohol and Drug Impaired Driver Vertical Prosecution Program. The appropriation is necessary to align the District Attorney's budget the full amount awarded to the program.

  
AUTHORIZED SIGNATURE Lianna Narinyants, Acting Chief of Budget & Fiscal

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


REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER


B.A. NO. 084

BY   
Nov. 20 20 19

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY   
November 25 20 19

## SOLE SOURCE CHECKLIST

Department Name: District Attorney













☐

New Sole Source Contract

☒

Existing Sole Source Contract

Date Sole Source Contract Approved: \_\_\_\_\_

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



## **SOLE SOURCE REQUEST**

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies and Procedures Manual.

### **DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:**

1. What is being requested?

A Countywide "on call" blood draw service that will respond 24 hours a day/7 days a week to draw blood for police officers investigating driving under the influence cases (DUIs) is being requested. Additionally, the persons who draw the blood need to be licensed phlebotomists and/or nurses, and available for court should there be a need for testimony about the blood draw conducted.

2. Why is the product needed – how will it be used?

In some DUI investigations, hospital personnel either completely refuse to draw blood or there is another type of delay in obtaining a blood draw. The delays interfere with obtaining reliable blood samples showing psychoactive components in the blood. The delays cause the impairing substance (alcohol and/or drugs) to be completely metabolized before blood could be drawn. In order to avoid this problem, an "on-call" blood draw service, that operates countywide, is needed.

3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?

Yes, Vital Medical Services is the only company that can respond Countywide within the given timeframe needed to obtain this evidence.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements.

Did not find any vendor who could do the job for what the DA's Office needed.

5. Will purchase of this product avoid other costs, e.g. data conversion, etc. or will it incur additional costs, e.g. training, conversion, etc.?

The entire cost, as well as incidental costs, of Vital Medical Services will be paid through a pilot project grant funded by the Office of Traffic Safety (OTS). The County will not incur any costs.

6. Is this product proprietary or is it available from various dealers? Have you verified this?

Did not find any vendor who could do the job for what the DA's Office needed.

7. Reasonableness of Price: Does the County obtain a percentage discount or special discount not available to the private sector?

The County does not receive a percentage discount or special discount. Vital Medical Service offers this service only to law enforcement agencies.

8. What is the dollar value of existing equipment and the Purchase Order Number for the existing equipment?

N/A.

PROJECT MANAGER:

SIGNATURE

LARRY DROEGER

PRINT

**COUNTY OF LOS ANGELES  
SPECIFICATIONS  
For**

**"On Call" Phlebotomist Service**

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

Solicitation #: \_\_\_\_\_

Requisition #: \_\_\_\_\_

For: \_\_\_\_\_

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**BIDDER TO COMPLETE THE FOLLOWING INFORMATION**

Company Name: Vital Medical Services, LLC

Address: 655 North Central Avenue, Floor 17, Glendale, CA 91203

Contact Person: Alex G. Ghazalpour

Tel: No.: 310-324-1700

Fax No.: \_\_\_\_\_

E-mail address: Alex@vitalmedicalsolutions.com

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**Notice:**

Bidder shall state in the right hand column wherein your product offered differs, indicating performance, specific size, and/or make and model of all components when not exactly as specified. When bidder is bidding items exactly as described in the left hand column, please state "AS SPECIFIED" on the right hand column. Failure to return and fill in this form will be considered sufficient reason for rejection of your offer. Literature alone is not sufficient for consideration of your offer.

All equipment must meet California and County of Los Angeles safety requirements. The equipment shall be the latest model and shall not have been used as a demonstrator. Bidders shall submit detailed literature on the unit they propose to furnish.

REQUIREMENTS	INDICATE EXCEPTION OR STATE "AS SPECIFIED" BELOW
<p><b>SERVICE:</b></p> <p>1) The bidder must have sufficient staff to account for traffic conditions and reach any part of LA County within 30 minutes of a call for service 24 hours a day and 7 days a week.</p> <p>2) The bidder must carry their own liability insurance and any other insurance required of a medical provider.</p> <p>3) The bidder employees must be licensed medical professionals, including physicians, physician assistants, nurses, nurse practitioners, and phlebotomists who are licensed to draw blood.</p> <p>4) The bidder employees must possess the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources needed to draw blood in a medically safe and approved manner as well as comply with the requirements of Title 17 and all city, local, county, state, and federal laws, rules, regulations, orders, and procedures.</p> <p>5) The bidder employees must draw blood when notified of a search warrant signed by a judge authorizing the blood draw or when there has been consent by the suspect.</p> <p>6) The bidder employee(s) must draw 2 gray top vials of blood. The gray top blood vials will be provided by the police agency. The gray top blood vials must be of a type approved by the Los Angeles County Sheriff's Crime Laboratory, Los Angeles Police Department Crime Laboratory, and Orange County Sheriff Crime Laboratory.</p> <p>7) The bidder employees must be willing to draw blood roadside, in a jail, in a hospital or any other location they are called to respond to.</p> <p>8) The bidder employee(s) must make written record of the blood draw process that includes: the employee's full name and contact information, the suspect's full name and DOB, all statements made by the suspect while obtaining medical information, any physiological symptoms observed, any vital signs taken (such as heart rate, blood pressure, etc.), the time of dispatch to the scene, the time of arrival to the scene, the time of the blood draw, the type of sterilizing agent used and equipment used, the name of the officer the blood samples were handed to and a description of the blood draw conducted.</p>	<p>1) As specified, please see attachment "A" for additional information.</p> <p>2) As specified, please see attachment "A" for additional information.</p> <p>3) As specified, please see attachment "A" for additional information.</p> <p>4) As specified, please see attachment "A" for additional information.</p> <p>5) As specified, please see attachment "A" for additional information.</p> <p>6) As specified, please see attachment "A" for additional information.</p> <p>7) As specified, please see attachment "A" for additional information.</p> <p>8) As specified, please see attachment "A" for additional information.</p>

REQUIREMENTS	INDICATE EXCEPTION OR STATE "AS SPECIFIED" BELOW
<p>9) The blood draw records shall be maintained for a minimum of 10 years. The bidder shall also provide monthly reports which detail the services performed, location of where services performed, time services were performed, response time between initial call and arrival, the time involved in the blood draw procedure, police agency involved, number of blood draws performed, other services performed, whether it required a warrant or was consensual, whether physical force was necessary, the name of bidder's employees who draw blood, and any other information reasonably requested. The bidder shall maintain a current list of employee names, qualifications, and licenses. In addition, the bidder shall maintain contact information for all current and past employees who perform blood draws under this service agreement. Further, if an employee, who perform blood draws under this service agreement, leaves employment of the bidder, bidder shall immediately notify the DUI Training and Prosecution Section of the Los Angeles County District Attorney's Office via email at DTAPS@da.lacounty.gov.</p> <p>10) The bidder employees must make themselves available for court testimony, should it be needed, regarding the blood draw performed by the employee, chain of custody, plasma to whole blood conversion numbers, therapeutic dose amounts, if such exists, for the impairing substance, or any other related matter.</p> <p>11) Whether to use any reasonable physical force or how much force will depend on the policy and practices of the arresting agency and/or the bidder.</p> <p>12) The services provided by the bidder shall be authorized per criteria as set forth by the DTAPS (DUI Training and Prosecution Section). Providing services outside of that criteria requires approval by a DTAPS attorney.</p> <p>13) All bidder employees must have been Live Scanned. If a bidder employee has a Live Scan hit for a criminal arrest or develops a potential conflict of interest the bidder must notify the DTAPS unit immediately via email at DTAPS@da.lacounty.gov.</p>	<p>9) As specified, please see attachment "A" for additional information.</p> <p>10) As specified, please see attachment "A" for additional information.</p> <p>11) As specified, please see attachment "A" for additional information.</p> <p>12) As specified, please see attachment "A" for additional information.</p> <p>13) As specified, please see attachment "A" for additional information.</p>



September 6<sup>th</sup>, 2018

Tommy Salcedo  
Los Angeles County District Attorney's Office  
Bureau of Administrative Services- Hall of Justice  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

Re: Vital Medical Services, LLC – Sole Source Specialty Medicine Provider

Tommy:

Vital Medical Services, LLC ("VMS") is a sole source specialty medicine provider of on-site medical clearances, evaluations and treatments for arrestees at Type I Jail facilities and on-site DUI saturations, checkpoints and field response staffing in Los Angeles County, California, all of which is supervised and overseen by board-certified emergency medicine physicians. VMS also provides specialty medical programs for Law Enforcement, Fire, Emergency Medical Services and Communications Centers that adhere to state, local and federal requirements.

One main component of a specialty program per your specifications and request is the fact that our medical staff have the credentialing to provide medical screenings which include a full medical assessment upon a blood draw that is completed. An "Okay to Book" is often required if any reasonable force is used during the withdrawal of blood in conformance to a search warrant. Furthermore, if an "Okay to Book" is required, our medical staff will perform this on scene and or in one of the many jail facilities we have built in police agencies throughout Los Angeles County without the additional need of transporting the arrestee to a medical center. We are the only provider within Los Angeles County that currently works with and conducts forensic blood collection to be tested at the Orange County Crime Laboratory, which is a completely different process than the Los Angeles City and or County Laboratory has in place.

VMS builds the policies, implements the programs garners the appropriate clearances and approvals through the County and or State. Any specialty programs set in place, VMS will oversee and coordinate on a 24-hour basis.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex G. Ghazalpour", followed by a horizontal line.

Alex G. Ghazalpour  
Chief Operating Officer



## Law Enforcement Reference List

Confidential

### Beverly Hills Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program  
Contract dates: Current Started July 2017  
Client project manager: Captain Lincoln Hoshino  
Telephone: (310)285-2107  
Email: [lhoshino@beverlyhills.org](mailto:lhoshino@beverlyhills.org)

### Culver City Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program  
Contract dates: Current Started August 2015  
Client project manager: Lieutenant Manuel Cid  
Telephone: (310)253-6120  
Email: [manuel.cid@culvercity.org](mailto:manuel.cid@culvercity.org)

### El Segundo Police Department

Services provided: Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program  
Contract dates: Current Started August 2015  
Client project manager: Lieutenant Jeff Leyman  
Telephone: (310)524-2254  
Email: [jleyman@elsegundo.org](mailto:jleyman@elsegundo.org)

### Gardena Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program  
Contract dates: Current Started November 2017  
Client project manager: Lieutenant Vincent Osorio  
Telephone: (310)217-6188  
Email: [vosorio@gardenapd.org](mailto:vosorio@gardenapd.org)

### Glendale Police Department

Services provided: Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing  
Contract dates: Current Started October 2013  
Client project manager: Juan Lopez  
Telephone: (818)548-3139  
Email: [Julopez@glendaleca.gov](mailto:Julopez@glendaleca.gov)

### Glendale Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Orange County Evidence Collection.  
Contract dates: Current Started October 2013  
Client project manager: Lieutenant Rafael Quintero  
Telephone: (818)548-3131  
Email: [rquintero@glendaleca.gov](mailto:rquintero@glendaleca.gov)





County of Los Angeles  
"On Call" Phlebotomist Service

Quote and Scope of Work

Vital Medical Services will provide all forensic phlebotomy services for the Los Angeles County District Attorney's Office, inclusive of blood withdrawal testing services to screen blood for alcohol, drug content and genetic markers by obtaining blood samples from identified persons. Vital Medical Services will ensure that medical staff will be available twenty-four (24) hours per day, seven (7) days per week, throughout the County of Los Angeles in order to assist any law enforcement agency with their request for the above listed services. We will also comply with all search warrant or and force draw blood tests requests.

Since this is a new program for the District Attorney's Office and law enforcement agencies throughout Los Angeles County, Vital Medical Services staff will orient all police agencies and the District Attorney's Office on how to call for services, procedures and protocols during several training sessions prior to the roll-out of this program. This will be done at no-charge and can be multiple training sessions if required.

All forensic blood draws will be placed into the appropriate approved Los Angeles County Sheriff's Department Crime Laboratory, Los Angeles Police Department Crime Laboratory and or Orange County Sheriff's Department Crime Laboratory vials. Vital Medical Services will coordinate with the above listed laboratories to have their blood kits on hand and to use as requested and or needed within the jurisdiction of the specific law enforcement agency.

Vital Medical Services will provide monthly reports, which detail all encounters in the immediately preceding month. We will include name of the arrestee, law enforcement agency, date, time of draw, what type of testing to be done (alcohol, drugs) what type of suspected drugs that the blood is being tested for and all associated report numbers.

The cost of the program is \$4,165 per month. It will be due in monthly installments prior to the first day of the month of service. Courtroom testimony will be billed at \$120.00 per hour. No on-call, minimum court time and or standby billing will occur under this program. This cost excludes any medical evaluations that may be needed for the arrestee to continue through the Los Angeles county booking Process. Those costs will be the responsibility of the police agency that has the arrestee in custody and will be directly billed to them.





September 24<sup>th</sup>, 2018

Tommy Salcedo  
Los Angeles County District Attorney's Office  
Bureau of Administrative Services- Hall of Justice  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

**Quote and Scope of Work**  
**Courtroom Testimony Rate**

Our medical staff have extensive knowledge and experience in courtroom testimony, custody and corrections procedures. Furthermore, our staff will be made available to the district attorney's office for courtroom and or any hearing which requires them to testify to the following practices: chain of custody and blood draw procedures. Our Chief Medical Officer will make herself available to testify upon whole blood conversion and therapeutic dose amounts for the impairing substance if any.

No on-call, minimum court time and or standby billing will occur under this program. In the event a subpoena is to be issued for testimony for medical staff, it will be sent to the court liaison officer at Vital Medical Services. Once received the subpoena will be accepted and given to the appropriate medical staff member to respond. Vital Medical Services will make every good faith effort to minimize billing of court time and will be in constant communication with the Deputy District Attorney handling the case to make sure medical staff is indeed required to testify or will be excused due to defense stipulation, therefore to negate the need for courtroom testimony billing. Courtroom testimony will be billed at \$120.00 per hour.



### **Attachment "A"**

1. We operate twenty-four hours a day, seven days a week, three hundred sixty-five days a year. The police agencies will notify Vital Medical Services that it is requesting Covered Services by telephone. Vital Medical Services will ensure that, once Covered Services are requested, our medical providers shall arrive at the police facilities within a thirty (30) minute period of receiving the request.
2. We carry Medical Malpractice, Automobile, and Personal Liability Coverage. Our medical malpractice insurance coverage is the same coverage that the medical centers have with a minimum of \$2,000,000/\$4,000,000 per incident. Any additional insurance requirements set forth or required by the county will be adhered to by Vital Medical Services.
3. The Vital Medical Services team is made up of a total of sixty-five physicians, mid-level providers, and certified emergency nurses. All our providers have backgrounds with a minimum of five years of experience in emergency medicine. Moreover, all our providers currently practice medicine at either LAC/USC, UCLA, Kaiser, Providence, Dignity, Olive View, Harbor UCLA and/or other emergency departments throughout Los Angeles County. Our providers have staff privileges at medical centers and can expedite such transfers for a higher level of medical care, if needed.
4. Vital Medical Services follows all evidence-based medical practice procedures, along with guidelines and care set forth by the American Academy of Emergency Physicians, American Medical Association and the Emergency Nurses Association with Board Certified Emergency Medicine Physician oversight. Furthermore, Vital Medical Services follows the same policies, standards, and laws set forth in Title 15 and 17 of California Code of Regulations, Physical Evidence Bulletins of the California Department of Justice Bureau of Forensic Services and both California Vehicle and California Penal Codes. Vital Medical Services has been providing forensic blood withdrawal services for at least five years.
5. Our medical providers will draw blood when notified of a search warrant signed by a judge authorizing the blood draw or when there has been consent by the arrestee. Furthermore, if force is used to obtain the blood draw a medical clearance "Okay to Book" will be issued by the same medical staff on scene for the arrestee to continue through the LA County booking process.
6. Our providers will handle all legal specimen collection, which includes blood withdrawal and warrant (forced) blood withdrawal, by drawing two (2) gray top vials provided by the police agency. The gray top blood vials will be of a type approved by the Los Angeles County Sheriff's Crime Laboratory and or the Los Angeles Police Department Crime Laboratory. Furthermore, Vital Medical Services staff currently does blood draws utilizing the Orange County Sheriff's



### **Attachment "A"**

Crime Laboratory process. Certain agencies in Los Angeles County have contracts in place with the Orange County Crime Laboratory which has specific blood draw criteria and procedures in place that the medical staff at Vital Medical Services already adhere to and utilize.

7. Our medical providers can draw blood in the field and on scene, including roadside, in jails, in hospitals, or any other location as requested by the LA County. We currently have this practice in place and have also drawn blood at many medical centers throughout Los Angeles County based upon requests by peace officers on scene.
8. Vital Medical Services utilizes a multifaceted reporting structure which makes us and a sole source unique in our blood draw process. Due to the level of medical credentialing our staff have, a thorough triage for the following are conducted with each arrestee: name, date of birth, medical history, medications taken and or prescribed to take, blood pressure, heart rate, respirations and pulse oximetry. Furthermore, three medical sheets are completed with each arrestee that requires a blood draw. The forms are: Request for Medical Treatment, Blood Draw Consent Form, Patient Assessment Form and Search Warrant form (if applicable). Every month the LA County District Attorney's office will receive a monthly report and a monthly invoice for reconciliation to meet grant requirements. In the monthly report the following information will be provided: name of the arrestee, date of birth of the arrestee, type of service, agency name, agency case number, date, arrival time and Vital Medical Services medical staff who conducted the blood draw. On each consent that will be left with the officer to incorporate in their report, the date, time of draw and sterilizing agent coupled with the chain of custody of custody will be provided.
9. Vital Medical Services will provide monthly reports of detailed services performed with the requested details of the procedures done, which includes time and location of the services performed, the time involved in the blood draw procedure, which police agency, number of blood draws performed, whether the blood draw was consensual or a warrant was required, the name of which medical provider drew the blood, and any other information requested by the LA County. Along with the information provided above, Vital Medical Services will maintain a current list of medical provider names and dates of birth to provide to the District Attorney's office upon their request for trial preparation.
10. Our medical staff have extensive knowledge and experience in courtroom testimony, and custody and corrections procedures. Furthermore, our staff will be made available to the district attorney office for any courtroom and or any hearing which requires them to testify to the following practices: chain of custody and blood draw procedures. Our Chief Medical Officer will make herself available to



### **Attachment "A"**

testify upon whole blood conversion and therapeutic dose amounts for the impairing substance of any.

11. If any reasonable force is utilized to obtain the blood sample it will be done in accordance to each police agency specific policies and or procedures in place. Vital Medical Staff will adhere to all court orders (Search Warrants) that request a blood sample to be withdrawn from and arrestee.
12. Vital Medical Services will adhere to all the policies and guidelines also set forth by the DTAPS unit. We will have a project manager assigned to continue to work with the DTAPS unit and also provide training as to the procedures for call outs and processes in place for all police agencies within Los Angeles County.
13. Currently Vital Medical Services staff are Live Scanned and work with several law enforcement agencies within Los Angeles County. If required for additional background checks, Vital Medical Services will provide information required to complete the Request for Live Scan Service form for personnel assigned to perform phlebotomist services. Vital Medical Services will ensure that its personnel submit the Request for Live Scan Service form to an authorized Live Scan service location and comply with Live Scan requirements. If LA County is notified of Vital Medical Service's personnel's ineligibility, Vital Medical Services will not use or dispatch the ineligible personnel to perform phlebotomist services for the LA County.



November 19th, 2018

Tommy Salcedo  
Los Angeles County District Attorney's Office  
Bureau of Administrative Services- Hall of Justice  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

Re: Vital Medical Services, LLC – Sole Source Specialty Medicine Provider

Tommy:

Vital Medical Services, LLC ("VMS") is a sole source specialty medicine provider of on-site medical clearances, evaluations and treatments for arrestees at Type I Jail facilities and on-site DUI saturations, checkpoints and field response staffing in Los Angeles County, California, all of which is supervised and overseen by board-certified emergency medicine physicians. VMS also provides specialty medical programs for Law Enforcement, Fire, Emergency Medical Services and Communications Centers that adhere to state, local and federal requirements.

One main component of a specialty program per your specifications and request is the fact that our medical staff have the credentialing to provide medical screenings which include a full medical assessment upon a blood draw that is completed. An "Okay to Book" is often required if any reasonable force is used during the withdrawal of blood in conformance to a search warrant. Furthermore, if an "Okay to Book" is required, our medical staff will perform this on scene and or in one of the many jail facilities we have built in police agencies throughout Los Angeles County without the additional need of transporting the arrestee to a medical center. We are the only provider within Los Angeles County that currently works with and conducts forensic blood collection to be tested at the Orange County Crime Laboratory, which is a completely different process than the Los Angeles City and or County Laboratory has in place.

VMS builds the policies, implements the programs garners the appropriate clearances and approvals through the County and or State. Any specialty programs set in place, VMS will oversee and coordinate on a 24-hour basis.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex G. Ghazalpour", followed by a long horizontal line.

Alex G. Ghazalpour  
Chief Operating Officer



### **Attachment "A"**

1. We operate twenty-four hours a day, seven days a week, three hundred sixty-five days a year. The police agencies will notify Vital Medical Services that it is requesting Covered Services by telephone. Vital Medical Services will ensure that, once Covered Services are requested, our medical providers shall arrive at the police facilities within a thirty (30) minute period of receiving the request.
2. We carry Medical Malpractice, Automobile, and Personal Liability Coverage. Our medical malpractice insurance coverage is the same coverage that the medical centers have with a minimum of \$2,000,000/\$4,000,000 per incident. Any additional insurance requirements set forth or required by the county will be adhered to by Vital Medical Services.
3. The Vital Medical Services team is made up of a total of sixty-five physicians, mid-level providers, and certified emergency nurses. All our providers have backgrounds with a minimum of five years of experience in emergency medicine. Moreover, all our providers currently practice medicine at either LAC/USC, UCLA, Kaiser, Providence, Dignity, Olive View, Harbor UCLA and/or other emergency departments throughout Los Angeles County. Our providers have staff privileges at medical centers and can expedite such transfers for a higher level of medical care, if needed.
4. Vital Medical Services follows all evidence-based medical practice procedures, along with guidelines and care set forth by the American Academy of Emergency Physicians, American Medical Association and the Emergency Nurses Association with Board Certified Emergency Medicine Physician oversight. Furthermore, Vital Medical Services follows the same policies, standards, and laws set forth in Title 15 and 17 of California Code of Regulations, Physical Evidence Bulletins of the California Department of Justice Bureau of Forensic Services and both California Vehicle and California Penal Codes. Vital Medical Services has been providing forensic blood withdrawal services for at least five years.
5. Our medical providers will draw blood when notified of a search warrant signed by a judge authorizing the blood draw or when there has been consent by the arrestee. Furthermore, if force is used to obtain the blood draw a medical clearance "Okay to Book" will be issued by the same medical staff on scene for the arrestee to continue through the LA County booking process.
6. Our providers will handle all legal specimen collection, which includes blood withdrawal and warrant (forced) blood withdrawal, by drawing two (2) gray top vials provided by the police agency. The gray top blood vials will be of a type approved by the Los Angeles County Sheriff's Crime Laboratory and or the Los Angeles Police Department Crime Laboratory. Furthermore, Vital Medical Services staff currently does blood draws utilizing the Orange County Sheriff's



**Attachment "A"**

Crime Laboratory process. Certain agencies in Los Angeles County have contracts in place with the Orange County Crime Laboratory which has specific blood draw criteria and procedures in place that the medical staff at Vital Medical Services already adhere to and utilize.

7. Our medical providers can draw blood in the field and on scene, including roadside, in jails, in hospitals, or any other location as requested by the LA County. We currently have this practice in place and have also drawn blood at many medical centers throughout Los Angeles County based upon requests by peace officers on scene.
8. Vital Medical Services utilizes a multifaceted reporting structure which makes us and a sole source unique in our blood draw process. Due to the level of medical credentialing our staff have, a thorough triage for the following are conducted with each arrestee: name, date of birth, medical history, medications taken and or prescribed to take, blood pressure, heart rate, respirations and pulse oximetry. Furthermore, three medical sheets are completed with each arrestee that requires a blood draw. The forms are: Request for Medical Treatment, Blood Draw Consent Form, Patient Assessment Form and Search Warrant form (if applicable). Every month the LA County District Attorney's office will receive a monthly report and a monthly invoice for reconciliation to meet grant requirements. In the monthly report the following information will be provided: name of the arrestee, date of birth of the arrestee, type of service, agency name, agency case number, date, arrival time and Vital Medical Services medical staff who conducted the blood draw. On each consent that will be left with the officer to incorporate in their report, the date, time of draw and sterilizing agent coupled with the chain of custody of custody will be provided.
9. Vital Medical Services will provide monthly reports of detailed services performed with the requested details of the procedures done, which includes time and location of the services performed, the time involved in the blood draw procedure, which police agency, number of blood draws performed, whether the blood draw was consensual or a warrant was required, the name of which medical provider drew the blood, and any other information requested by the LA County. Along with the information provided above, Vital Medical Services will maintain a current list of medical provider names and dates of birth to provide to the District Attorney's office upon their request for trial preparation.
10. Our medical staff have extensive knowledge and experience in courtroom testimony, and custody and corrections procedures. Furthermore, our staff will be made available to the district attorney office for any courtroom and or any hearing which requires them to testify to the following practices: chain of custody and blood draw procedures. Our Chief Medical Officer will make herself available to



### **Attachment "A"**

testify upon whole blood conversion and therapeutic dose amounts for the impairing substance of any.

11. If any reasonable force is utilized to obtain the blood sample it will be done in accordance to each police agency specific policies and or procedures in place. Vital Medical Staff will adhere to all court orders (Search Warrants) that request a blood sample to be withdrawn from an arrestee.
12. Vital Medical Services will adhere to all the policies and guidelines also set forth by the DTAPS unit. We will have a project manager assigned to continue to work with the DTAPS unit and also provide training as to the procedures for call outs and processes in place for all police agencies within Los Angeles County.
13. Currently Vital Medical Services staff are Live Scanned and work with several law enforcement agencies within Los Angeles County. If required for additional background checks, Vital Medical Services will provide information required to complete the Request for Live Scan Service form for personnel assigned to perform phlebotomist services. Vital Medical Services will ensure that its personnel submit the Request for Live Scan Service form to an authorized Live Scan service location and comply with Live Scan requirements. If LA County is notified of Vital Medical Service's personnel's ineligibility, Vital Medical Services will not use or dispatch the ineligible personnel to perform phlebotomist services for the LA County.





November 19th, 2019

Tommy Salcedo  
Los Angeles County District Attorney's Office  
Bureau of Administrative Services- Hall of Justice  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

**Quote and Scope of Work**  
**Courtroom Testimony Rate**

Our medical staff have extensive knowledge and experience in courtroom testimony, custody and corrections procedures. Furthermore, our staff will be made available to the district attorney's office for courtroom and or any hearing which requires them to testify to the following practices: chain of custody and blood draw procedures. Our Chief Medical Officer will make herself available to testify upon whole blood conversion and therapeutic dose amounts for the impairing substance if any.

No on-call, minimum court time and or standby billing will occur under this program. In the event a subpoena is to be issued for testimony for medical staff, it will be sent to the court liaison officer at Vital Medical Services. Once received the subpoena will be accepted and given to the appropriate medical staff member to respond. Vital Medical Services will make every good faith effort to minimize billing of court time and will be in constant communication with the Deputy District Attorney handling the case to make sure medical staff is indeed required to testify or will be excused due to defense stipulation, therefore to negate the need for courtroom testimony billing. Courtroom testimony will be billed at \$124.00 per hour.



## Law Enforcement Reference List

Confidential

### Beverly Hills Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program

Contract dates: Current Started July 2017

Client project manager: Captain Lincoln Hoshino

Telephone: (310)285-2107

Email: [lhoshino@beverlyhills.org](mailto:lhoshino@beverlyhills.org)

### Culver City Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program

Contract dates: Current Started August 2015

Client project manager: Lieutenant Manuel Cid

Telephone: (310)253-6120

Email: [manuel.cid@culvercity.org](mailto:manuel.cid@culvercity.org)

### El Segundo Police Department

Services provided: Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program

Contract dates: Current Started August 2015

Client project manager: Lieutenant Jeff Leyman

Telephone: (310)524-2254

Email: [jleyman@elsegundo.org](mailto:jleyman@elsegundo.org)

### Gardena Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Naloxone Program

Contract dates: Current Started November 2017

Client project manager: Lieutenant Vincent Osorio

Telephone: (310)217-6188

Email: [vosorio@gardenapd.org](mailto:vosorio@gardenapd.org)

### Glendale Police Department

Services provided: Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing

Contract dates: Current Started October 2013

Client project manager: Juan Lopez

Telephone: (818)548-3139

Email: [Julopez@glendaleca.gov](mailto:Julopez@glendaleca.gov)

### Glendale Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Orange County Evidence Collection.

Contract dates: Current Started October 2013

Client project manager: Lieutenant Rafael Quintero

Telephone: (818)548-3131

Email: [rquintero@glendaleca.gov](mailto:rquintero@glendaleca.gov)



## Law Enforcement Reference List

Confidential

### Hawthorne Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing  
Contract dates: Current Started July 2015  
Client project manager: Sergeant Robert Mitchell  
Telephone: (310) 349-2700  
Email: [rmitchell@hawthorneca.gov](mailto:rmitchell@hawthorneca.gov)

### Inglewood Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing, Naloxone Program  
Contract dates: Current Started January 2016  
Client project manager: Lieutenant Neal Cochran  
Telephone: (310)412-8681  
Email: [ncochran@cityofinglewood.org](mailto:ncochran@cityofinglewood.org)

### Manhattan Beach Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing, Naloxone Program  
Contract dates: Current Started January 2017  
Client project manager: Lieutenant Andy Harrod  
Telephone: (310)802-5177  
Email: [aharrod@citymb.info](mailto:aharrod@citymb.info)

### Pasadena Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing  
Contract dates: Current Started March 2015  
Client project manager: Michelle Robinson- Jail Administrator  
Telephone: (626)744-4618  
Email: [mirobinson@cityofpasadena.net](mailto:mirobinson@cityofpasadena.net)

### Santa Monica Police Department

Services provided: Traffic and OTS Related Forensic Evidence Collection, Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing  
Contract dates: Current Started March 2015  
Client project manager: Jennifer Estrada- Jail Administrator  
Telephone: (310)458-8484  
Email: [jennifer.estrada@smgov.net](mailto:jennifer.estrada@smgov.net)

### University of California, Los Angeles Police Department

Services provided: Pre-Book Medical Screenings, Forensic Evidence Collection, Communicable Disease and Exposure Testing  
Contract dates: Current Started September 2017  
Client project manager: Tony Lee, Chief of Police  
Telephone: (310) 825-1633  
Email: [tlee@ucpd.ucla.edu](mailto:tlee@ucpd.ucla.edu)

## EXECUTIVE OFFICE – BOARD OF SUPERVISORS

### AGENDA ENTRY

DATE OF MEETING:	DECEMBER 17, 2019
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	4-VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

**\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\***

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#### Instructions:

To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

**Recommendation:** Authorize the District Attorney (DA), on behalf of the County to accept federal grant funds from the Office of Traffic Safety (OTS) for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Catalog of Federal Domestic Assistance 20.616, grant award number DI20005, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,355,948, for a one-year period of October 1, 2019 to September 30, 2020. There is no required County match for this grant. Authorize the DA to serve as Project Director and sign and approve any revisions, amendments or extensions to the OTS grant contract that do not increase the Net County Cost of the Project. Authorize the Director of Internal Services to issue a purchase order to continue the pilot program for on-call blood draw services for the detection of impairing substances in DUI investigations, and authorize the DA to enter into a corresponding Sole Source agreement with Vital Medical Services for these services, in an amount not to exceed \$50,000; and approve any revisions, modifications, amendments or extensions to said agreement, as necessary, to make technical or non-material changes. Authorize the District Attorney to approve interim ordinance authority for (1) position: one (1) Deputy District Attorney (DDA) IV "N" position pursuant to section 6.06.020 of the County Code subject to allocation by the Chief Executive Office Classification Division. Approve the attached Appropriation Adjustment in the amount of \$392,000 to allocate funding for the program which includes funding for the salaries and employee benefits of one Deputy District Attorney DDA IV and three DDA IIIs for FY 2019-20 in order to align the DA's budget with the full amount awarded for the program.



JACKIE LACEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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HALL OF JUSTICE  
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

December 17, 2019

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

Dear Supervisors:

**AUTHORIZE THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND TO ACCEPT FEDERAL FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH VICTIMS OF CRIME ACT FOR THE COUNTY VICTIM SERVICES (XC) PROGRAM FOR THE GRANT PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2020; DELEGATED AUTHORITY TO ENTER INTO, AND APPROVAL OF, SOLE SOURCE AGREEMENTS WITH COMMUNITY-BASED ORGANIZATIONS FOR THE PROVISION OF VICTIM SERVICES WITHIN THE COUNTY; APPROVAL OF THE UTILIZATION OF XC GRANT FUNDS TO CONTINUE ENHANCEMENTS OF A UNIFIED SYSTEM FOR THE COLLECTION AND DISTRIBUTION OF COURT-ORDERED VICTIM RESTITUTION; AND APPROVE AN APPROPRIATION ADJUSTMENT FOR FY 2019-2020.  
(ALL DISTRICTS) (4-VOTES)**

**SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to complete the grant application process and accept grant funds totaling \$3,387,187 from the California Governor's Office of Emergency Services (Cal OES) for federal funding through Victims of Crime Act (VOCA) for the County Victim Services Program (XC Grant) for the grant performance period of January 1, 2020 to December 31, 2020. Completion of the application process and acceptance of the grant funds is contingent upon the submission of the attached Certification of Assurance of Compliance Form. Therefore, the District Attorney requests that the Chairman sign the attached Certification of Assurance of Compliance Form as required by the grantor. In addition, approval of the attached Appropriation Adjustment for FY 2019-20 is requested to align the District Attorney's budget with the grant award.

A Victim Services Steering Committee (VSSC) determined that \$2,857,000 of the available funds should be distributed directly to community-based organizations providing victim services in Los Angeles County to help eliminate unmet needs and gaps in services. County agencies also will utilize \$215,000 in XC Grant funds for the maintenance and implementation of enhancements to the Los Angeles County's Restitution Information System (LACRIS) for the

collection and distribution of court-ordered victim restitution. The remaining \$315,187 will be used to fund salaries and employee benefits for two District Attorney personnel to oversee the grant program.

Distribution of grant funds to community-based organizations requires delegated authority to enter into, and approval of sole source contracts. The proposed sole source contracts with 24 community-based organizations within the County are with the only organizations that are authorized, by state statute (for the Domestic Violence Shelters and Rape Crisis Centers) and by the Superior Court of Los Angeles County (for CASA), to perform proposed victim services. Furthermore, because the District Attorney will act as the fiscal agent for the XC Grant, an appropriation adjustment for FY 2019-2020 is required.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the grant application process and accept grant funds from the Cal OES for federal funds through VOCA Formula Grant Program 2018-V2-GC0029 with Code of Federal Domestic Assistance (CFDA) number 16.575, Subaward number XC19 02 0190, in the amount of \$3,387,187 to be fully expended between January 1, 2020 to December 31, 2020. There is an obligation of \$169,360 mandated by Cal OES as a local match for this grant and the match can either be in cash or in-kind services. The total cost of the XC Grant program, including the match, is \$3,556,547.
2. Delegate authority to the DA or designee to prepare and execute contracts with the 24 community-based organizations, chosen by the VSSC and approved for funding by Cal OES, for the distribution of XC Grant funds to enhance victim services in the County. Total contract amount shall not exceed \$2,857,000 and shall be fully funded by XC Grant funds. There is no net County cost for these contracts.
3. Delegate authority to the DA or designee to execute change notices to the contracts referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments; allow for the rollover of unspent funds and/or redirection of funds; and/or corrections of errors in the contracts' terms and conditions.
4. Approve an appropriation adjustment to increase the District Attorney's Services and Supplies (S&S) budget in the amount of \$1,453,000 for FY 2019-2020 to align to the District Attorney's budget with the grant award.
5. Request the Chair of the Board of Supervisors to sign and affix a wet (original) signature to the attached Certification of Assurance of Compliance form required to complete the

grant application.

6. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no Net County Cost impact to the County.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to continue the County's commitment to assist victims of crime in rebuilding their lives and recovering from trauma through collaborative partnerships between County agencies and community-based organizations.

On September 04, 2019, Cal OES released a Request for Application (RFA) for the XC Grant, grant period January 1, 2020 through December 31, 2020. As part of the application process, applicants are required to complete a Certification of Assurance of Compliance form which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act (CEQA), Lobbying, Debarment and Suspension requirements, Civil rights Compliance, and Proof of Authority from City Council/Governing Board.

The purpose of the XC Grant is to provide one-time, VOCA funding to 50 counties in California, and the City of Los Angeles to fill gaps and unmet needs in local victim services. While in the past, Cal OES has provided grant funds directly to community-based providers of victim services, this grant specifically required the funds to first go to the grantee governmental entity and then distributed to the approved victim service providers. The District Attorney was required to establish a multi-disciplinary Victim Services Steering Committee (VSSC) to identify the current gaps in service and unmet needs and then to develop a plan that would best utilize the XC Grant funds.

On September 18, 2019, the VSSC convened with representatives of the District Attorney's Office, Sheriff's Department, Department of Mental Health, Probation Department, Department of Children and Family Services – Child Protective Services, Pomona Police department and community-based organizations. This group identified four gaps in service and unmet needs that are suitable for funding with the XC Grant:

1. Shelter Based Services for Domestic Violence Victims;
2. Services for Sexual Assault Victims;
3. Special Advocacy for Child Abuse Victims; and
4. Unified System for Local Collection of Direct Victim Restitution.

The first three unmet needs and gaps in service that were chosen by the VSSC to receive funding require the redistribution of XC Grant funds to community-based organizations.

The VSSC determined that Domestic Violence Shelters in Los Angeles County, as defined by Welfare and Institutions Code section 18290 et. seq., that also receive direct funding by Cal OES, were underfunded and that distribution of XC Grant funds to these Domestic Violence Shelters would improve services. There are sixteen (16) Domestic Violence Shelters in Los Angeles County that fit this statutory definition. Cal OES, as the granting agency, has approved distribution of grant funds to these Domestic Violence Shelters. The total amount of XC Grant funding to be distributed to these Domestic Violence Shelters is \$1,600,000 with a required match of \$80,000.

The VSSC determined that Rape Crisis Centers, as defined by Penal Code section 13837, were underfunded and that distribution of XC Grant funds to these Rape Crisis Centers would improve services. There are seven (7) Rape Crisis Centers in Los Angeles County that fit this statutory definition. Cal OES, as the granting agency, has approved distribution of grant funds to these Rape Crisis Centers. The total amount of XC Grant funding to be distributed to these Rape Crisis Centers is \$910,000 with a required match of \$45,500.

The VSSC determined that Court Appointed Special Advocates for Children Los Angeles (CASA) was underfunded and that distribution of XC Grant funds to CASA would improve special advocacy services for child abuse victims. CASA's mission is to mobilize community volunteers to advocate for abused and neglected children. CASA is the only organization approved by the Superior Court of Los Angeles to provide in-court child advocates. CASA shall receive, as a subrecipient, \$347,000 in XC Grant funding and be fully responsible for funding the required \$17,350 VOCA match.

In total, community-based victim service providers will receive, as subrecipients, \$2,857,000 in XC Grant funds with a required match of \$142,850. The DA is fully prepared to monitor all aspects of the proposed contracts in accordance with the standards set by Cal OES and the Audit Division of the Auditor Controller's Office.

The District Attorney's Office will utilize \$315,187 in XC Grant funding to fund salaries and employee benefits for two (2) personnel to oversee the grant program with the 24 community-based organizations and Cal OES. The District Attorney's Office will provide either cash or in-kind services in the amount of \$15,760 to fulfill its match obligation.

The remaining \$215,000 will be utilized by County agencies to maintain and implement enhancements to the Los Angeles County's Restitution Information System (LACRIS), a unified system for the collection and distribution of court ordered direct victim restitution in Los Angeles



County. County agencies will provide either cash or in-kind services in the amount of \$10,750 to fulfill its match obligation.

The California Constitution guarantees victims the right to restitution. Historically, those convicted of felony offenses were either placed on probation under the supervision of the Probation Department or sentenced to State Prison. Collection of court ordered victim restitution was overseen by either the Probation Department, for those on probation, or the California Department of Corrections and Rehabilitation, for those sentenced to state prison. With the passage of AB 109, many felons who were formerly housed in state prison began serving state prison sentences in our County Jail. The passage of SB 1054 in 2016, and your Board action of September 15, 2015, allows the Sheriff's Department to collect court ordered victim restitution from inmates serving a prison term in the County Jail. LACRIS will benefit victims, as they will be more likely to receive the restitution to which they are constitutionally entitled. LACRIS will also provide a more accurate accounting of the amounts collected and distributed, thus benefitting the defendants who owe the restitution.

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

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time; and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The District Attorney's application requests grant funding in the amount of \$3,387,187 with a local match requirement of \$846,797 and an option for a match waiver up to 80 percent which would reduce the required match to \$169,360, for a total program cost of \$3,556,547 to be expended by December 31, 2020. The sixteen (16) Domestic Violence Shelters, will each receive \$100,000 in XC Grant funding and be fully responsible for the \$5,000 in match. The total amount of XC Grant funding to be distributed to these Domestic Violence Shelters is \$1,600,000 with a required match of \$80,000. The seven (7) Rape Crisis Centers will each receive \$130,000 in XC Grant funding and be fully responsible for the \$6,500 in match. The total amount of XC Grant funding to be distributed to these Rape Crisis Centers is \$910,000 with a required match of \$45,500. The Court Appointed Special Advocates for Children for Los Angeles (CASA) will receive \$347,000 and be fully responsible for the \$17,350 in match.

The VSSC has allocated \$215,000 of the XC Grant to fund the maintenance and improvement to LACRIS. The required VOCA match for the LACRIS project is \$10,750. The match can be funded with either cash outlays or in-kind services by tracking the hours worked on the project by the participating County agencies. Funding for LACRIS will be available through Departmental Service Order (DSO) reimbursements. The District Attorney will work with our County partners to establish procedures for the required submission of invoices and progress reports, as well as the transfer of funds via DSO.

The DA's office will receive \$315,187 in XC Grant funding for Salaries and Employee Benefits of two (2) personnel to oversee grant program and monitor the contracts with the 24 community-based organizations. The DA's Office will provide either cash or in-kind services in the amount of \$15,760 to fulfill its match obligation.

To align the FY2019-20 budget with the new grant funding, approval of an Appropriation Adjustment is requested to increase the Department's FY2019-20 Final Adopted XC Grant budget in the amount of \$1,453,000. This amount represents the difference between the pro-rated grant award for the County FY in the amount of \$1,694,000 (pro-rated for a six-month period from January 1, 2020 to June 30, 2020) and the current FY2019-20 Adopted Budget for the XC Grant of \$241,000.

Prior to the commencement of any activity under the XC Grant, each subrecipient agency, whether a community-based organization or a County Department, will enter into an agreement with the District Attorney setting forth the program requirements, including the specific VOCA match requirements. No reimbursement to any subrecipient will be made unless the expenditures and match have first been approved by Cal OES.

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

Cal OES has historically provided grant funding directly to victim service providers. For purposes of the XC Grant, however, Cal OES has determined that the selection of recipients and distribution of grant funds should be accomplished at the local level. The LADA, as chosen by the VSSC, will administer this grant for Los Angeles County.

The 24 community-based organizations selected by the VSSC and approved for funding by Cal OES are the only organizations within the County that meet the criteria set forth by the VSSC and perform these essential victim services. These 24 community-based organizations are also the only organizations within the County that are authorized, by state statute (for the Domestic Violence Shelters and Rape Crisis Centers) and by the Superior Court of Los Angeles County (for CASA), to perform these victim services. For the distribution of these grant funds in accordance with the VSSC plan, as mandated by Cal OES under the terms of the grant, sole

source contracts are necessary and appropriate.

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

This program does not propose attorney staff augmentation. Therefore, the LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

### **CONCLUSION**

Each year, tens of thousands of people will become victims of violent crimes. For these victims, and the thousands of others who are the victims of lesser crimes, the physical damage, psychological trauma, and financial setbacks of the crime can shatter their lives. The County and community-based organizations that provide victim services have a long history of collaboration to ensure that victims of crime are provided services. The XC Grant provides a welcome opportunity to fill gaps in the current provision of victim services by distributing funds to established community-based organizations providing victim assistance to some of the most vulnerable victims – abused children and victims of domestic violence and sexual assault. The XC Grant will also allow the County to continue enhancements of the unified system for the collection and distribution of court-ordered victim restitution. The LACRIS will expand the number of victims served with a more effective and equitable system for the collection and distribution of court-ordered victim restitution, improving the chances that victims will receive the financial compensation to which they are entitled.

Following Board approval, it is requested that the Executive Officer, Board of Supervisors return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with wet (original) signatures, to Mr. Lam Tran of the District Attorney's Office, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205

Any questions may be directed to Mr. Tran at (213) 257-2806, or at [lamtran@da.lacounty.gov](mailto:lamtran@da.lacounty.gov).

Respectfully submitted,

JACKIE LACEY  
District Attorney

It

The Honorable Board of Supervisors  
December 17, 2019  
Page 8

#### Attachments

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

PINK

BA FORM 03/13

BOARD OF  
SUPERVISORS  
OFFICIAL COPY

COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. 370  
NO.

DEPARTMENT OF DISTRICT ATTORNEY

November 14, 2019

## AUDITOR-CONTROLLER:

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

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2019-20

4 - VOTES

SOURCES

District Attorney  
A01-DA-90-8901-14030  
Fed Aid Public Assistance Program \$1,453,000  
Increase Revenue

USES

District Attorney  
A01-DA-2000-14030  
Services & Supplies \$1,453,000  
Increase Appropriation

SOURCES TOTAL: \$ 1,453,000

USES TOTAL: \$ 1,453,000

JUSTIFICATION

The appropriation adjustment of \$1,453,000 reflects additional grant funds from the California Governor's Office of Emergency Services (Cal OES) for federal funding through Victims of Crime Act (VOCA) for the County Victim Services Program (XC Grant). This amount represents the difference between the pro-rated grant award for the County FY in the amount of \$1,694,000 (pro-rated for a six-month period from January 1, 2020 to June 30, 2020) and the current FY2019-20 Adopted Budget for the XC Grant of \$241,000.

  
AUTHORIZED SIGNATURE Lianna Narinyants, Acting Chief of Budget & Fiscal

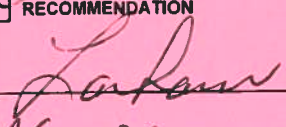
BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR ---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

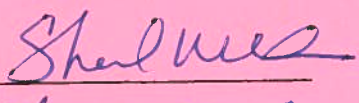
B.A. NO. 085

  
Nov-21 20 19

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

  
November 25 20 19



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DISTRICT ATTORNEY**

**AND**

**CHILD AND FAMILY CENTER**

**FOR**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

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## **Exhibits**

- A Statement of Work
- B County's Administration
- C Contractor's Annual Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee, and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DISTRICT ATTORNEY  
AND  
CHILD AND FAMILY CENTER  
FOR  
RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and Child and Family Center, a California non-profit corporation hereinafter referred to as "Contractor," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Domestic Violence Shelter-Based Programs.

**RECITALS**

WHEREAS, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 2018-V2-GC0029, with Code of Federal Domestic Assistance (CFDA) number 16.575, Subaward number XC19 02 0190, have provided financial assistance to the County in the amount of \$3,387,187 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2020 through December 31, 2020, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on December 17, 2019; and

WHEREAS, as required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such unmet gaps and needs; and

WHEREAS, the County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant; and

WHEREAS, Domestic Violence Shelters which are located in Los Angeles County and which currently receive funding under sections 18294 and 18305 of the California Welfare and Institutions Code were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

WHEREAS, the Contractor is a Domestic Violence Shelter located in the County of Los Angeles which currently receives funding under the County Domestic Violence Program Special Fund, pursuant to sections 18305 and 18294 of the California Welfare and Institutions Code and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County and the Contractor each desire to execute this Agreement as authorized by the Board of Supervisors on December 17, 2019;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### **Exhibits:**

- A Statement of Work
- B County's Administration
- C Contractor's Program Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Contractor's Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

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 Subsection 9.1 – Changes and Amendments of Terms 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 INTENTIONALLY OMITTED**

**2.2 CONTRACTOR:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or her designee.

### **2.9 INTENTIONALLY OMITTED**

**2.10 DOMESTIC VIOLENCE (DV):** Abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had or is having a child or has had or is having a dating or engagement relationship.

**2.11 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.12 PARTICIPANT:** A Victim of Domestic Violence who receives services under this contract.

**2.13 SERVICE PERIOD:** The time the signing of this contract by both parties through December 31, 2020.

**2.14 INTENTIONALLY OMITTED**

**2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.

**2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

### **3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing Domestic Violence Shelter-Based Program services as set forth in Exhibit A, Statement of Work - Domestic Violence Shelter-Based Program, and this Contract as set forth herein.

**3.2** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

**3.3** Contractor shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Contractor to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

### **4.0 TERM OF CONTRACT**

**4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2020 unless sooner terminated, in whole or in part, as provided herein.

**4.2** County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**4.3 INTENTIONALLY OMITTED**

- 4.4** Contractor shall not charge participants any fees/cost for any services provided to the participant under this Contract.

## **5.0 CONTRACT SUM/COMPENSATION**

- 5.1** The XC Program Domestic Violence Shelter subrecipient amount is \$100,000 with a required VOCA match of 20 percent of the program total -- \$25,000 and an option for a match waiver up to 80 percent which would reduce the required match to \$5,000<sup>1</sup> -- to be provided by the Contractor in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement. The County shall not be liable for any expenses not allowed by Cal OES. Contractor shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

## **5.2 INTENTIONALLY OMITTED**

- 5.3** 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.

## **5.4 INTENTIONALLY OMITTED**

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

## **5.6 INVOICES AND PAYMENTS**

- 5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Contractor shall invoice County no later than 15 days after the month service was rendered, using the XC Report of

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<sup>1</sup> Total program cost for each Contractor is \$105,000 consisting of the XC Grant \$100,000 and \$5,000 VOCA match.

Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Contractor by the County.

**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Contractor shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Contractor's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month.. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Contractor, and the County will not reimburse the Contractor for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Contractor for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Contractor and the County have previously completed a mutually approved Budget attached hereto as Exhibit C and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.



**5.6.2.2** The County shall disburse to Contractor as consideration for the services to be provided by Contractor as set forth in this Agreement its allocated Grant amount not to exceed \$100,000 to be used solely in accordance with the Budget attached as Exhibit C. Such compensation shall be used in strict accordance with the Budget attached as Exhibit C. Contractor shall provide a VOCA match of -  
- \$5,000 -- in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement.

**5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Contractor for all services to be performed and costs incurred by Contractor pursuant to this Agreement.

**5.6.2.4** The disbursement shall be on a reimbursement basis only.

**5.6.2.5** Contractor must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Contractor will maintain records of and account for any interest earned on Grant Funds. Contractor shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Contractor is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.

**5.6.2.6** Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Contractor's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Contractor shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for reimbursement by Grant Funds under this Agreement. The County

and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Contractor shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Contractor understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

#### **5.6.3.1 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Contractor must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Contractor fails to submit accurate, complete, and timely invoices, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;

Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Contractor and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the County

determines, in its sole discretion, that the Contractor has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

## **5.7 ANNUAL FISCAL REPORT**

Contractor shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall maintain annual Fiscal reports as prescribed by GAAP.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1** Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;

- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

#### **6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

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

#### **7.1 CONTRACTOR'S PROJECT MANAGER**

**7.1.1** Contractor's Project Manager is designated in Exhibit E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

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

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

#### **7.3 INTENTIONALLY OMITTED**

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Contractor agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

#### **7.5 CONFIDENTIALITY**

**7.5.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Contractor employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Contractor staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Contractor NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Contractor, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Contractor's premises. Clinical records shall not be removed from Contractor's premises.

**7.5.1.4.2** Contractor shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be

shared without permission granted through a formal release of information and approval by a supervisor.

- 7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3** Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract," Exhibit F.
- 7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F.
- 7.5.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1** 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, 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 delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims which the Contractor may have against the County.

- 8.1.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.2 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.

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 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.
- 8.3.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.3.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4** 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.
- 8.3.5** The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.

- 8.3.6** 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.
- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1** In the performance of this Contract, 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.
- 8.4.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.4.3 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 I – Contractor's EEO Certification.

#### **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**



**8.5.1 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 G, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

**8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, 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 Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-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 and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.6 CONFLICT OF INTEREST**

**8.6.1** 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.

**8.6.2** **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 and completion of Exhibit H, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

## **8.7 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.

## **8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.8.1** 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.

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

## **8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.9.1 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.

### **8.9.2 CHAPTER 2.202 OF THE COUNTY CODE**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.9.3 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.

### **8.9.4 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 years, that Contractor may after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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.

#### **8.10 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.11 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.11.2** 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 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).

#### **8.12 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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.

### **8.13 INTENTIONALLY OMITTED**

### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.14.1** 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.

**8.14.2** 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.

### **8.15 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 Subsection 9.1, 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.

### **8.16 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.

### **8.17 FORCE MAJEURE**

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

**8.17.2** In the event Contractor's failure to perform arises out of a force majeure event, 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.

## **8.18 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 the venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.19 INDEPENDENT CONTRACTOR STATUS**

**8.19.1** 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.

**8.19.2** 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.

**8.19.3** 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.

**8.19.4** The Contractor shall adhere to the provisions stated in

## **8.20 INDEMNIFICATION**

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

## **8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 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 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.

### **8.21.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or 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 (\$50,000.00) dollars, and list any County required endorsement forms.



- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

Contractor also shall promptly report to 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 Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against 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 Contractor and/or County.

#### **8.21.2 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the 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.

#### **8.21.3 CANCELLATION OF INSURANCE**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 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.

**8.21.4 FAILURE TO MAINTAIN INSURANCE**

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 County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.21.5 INSURER FINANCIAL RATINGS**

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

**8.21.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY**

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

**8.21.7 WAIVERS OF SUBROGATION**

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

**8.21.8 INTENTIONALLY OMITTED**

**8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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 Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing 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.

**8.21.10 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. Contractor understands and agrees it shall maintain such

coverage for a period of not less than three years following Contract expiration, termination or cancellation.

#### **8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

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.

#### **8.21.12 SEPARATION OF INSURED**

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.

#### **8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

#### **8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.22 INSURANCE COVERAGE**

**8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

**8.22.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to 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.

**8.22.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**8.22.5 SEXUAL MISCONDUCT LIABILITY:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.25.1** 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.

**8.25.2** The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.

**8.25.3** 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.

- 8.25.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.25.5** 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.
- 8.25.6** 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 Subsection 8.25 when so requested by the County.
- 8.25.7** If the County finds that any provisions of this Subsection 8.25 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.

## **8.26 NON-EXCLUSIVITY**

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

## **8.27 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.

## **8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or her designee shall resolve it.

## **8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

## **8.30 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **8.31 NOTICES**

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

## **8.32 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.

## **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 6250 et seq. (Public Records Act) and/or 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.

**8.33.2** 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 an SOQ 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.

**8.33.3** Contractor shall not reveal in such document submitted to the County as set forth in this section 8.33 the identity of any child/client, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** 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 Project Director. The County shall not unreasonably withhold written consent.
- The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** The Contractor may, without the prior written consent of 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 Subsection 8.34 shall apply.

## **8.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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 (GAAP). To the extent permitted by law, the Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement. Contractor shall comply with any additional record keeping requirements by the Cal OES.

Contractor shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Contractor shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Contractor shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Contractor shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Contractor agrees that any State or federal agencies and the County, or their 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, unless prohibited by law. 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 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.



**8.35.1** 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, to the extent permitted by law, Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may 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.

#### **8.36 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.

#### **8.37 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 Subsection 8.11- Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.38 TERMINATION FOR CONVENIENCE**

**8.38.1** County may terminate this Contract, in whole or in part, 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 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.

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

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.38.3** 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 Subsection 8.35, Record Retention and Inspection/Audit Settlement.

## **8.39 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

**8.40.1** 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.

**8.40.2** 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.

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

#### **8.41 TERMINATION FOR INSOLVENCY**

**8.41.1** 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.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO 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.

#### **8.43 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.

#### **8.44 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.

#### **8.45 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 Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

**8.46.1** 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.

**8.46.2** 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.

#### **8.47 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**8.47.1** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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.

**8.47.2** Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.47 "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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

**9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the District Attorney or her designee.

**9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the District Attorney or her designee.

**9.1.3** The County 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 orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District Attorney or her designee.

#### **9.2 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

### **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Contractor staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.
- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.3.5** Contractor staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

### **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

### **9.5 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)

7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Contractor shall maintain all licenses required to perform the Contract.

**9.5.2** Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Contractor certifies that the Contractor and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

**9.6.1** Contractor shall provide information to the County detailing the number of clients served under XC Grant funding.

**9.6.2** Contractor shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

**9.6.3** Contractor shall electronically submit (by e-mail) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

**9.6.4** Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/20 – 3/31/20, due 4/10/20

Period: 4/1/20 – 6/30/20, due 7/10/20

Period: 7/1/20 – 9/30/20, due 10/10/20

Period: 10/1/20 – 12/31/20, due 1/10/21

**9.6.5** Contractor may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical

purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Contractor may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Contractor shall charge no fees to victims for services rendered.
- 9.7.2** Contractor shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.
- 9.7.3** Contractor shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.
- 9.7.4** Contractor shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.
- 9.7.5** Contractor shall coordinate and cooperate with County request for site visits to Contractor’s office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.
- 9.7.6** Contractor’s allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Contract. Contractor shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Contractor shall not use Grant Funds to provide long-term or short-term legal representation. Contractor agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.
- 9.7.7** Contractor hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Contractor shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be



transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.8** Contractor hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Contractor shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.9** Notwithstanding anything to contrary in this Contract, Contractor shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Contractor whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or her designee and CONTRACTOR has caused this CONTRACT to be executed in its behalf by its duly authorized officer who CONTRACTOR warrants under penalty of perjury is authorized to bind this CONTRACTOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
JACKIE LACEY  
District Attorney  
County of Los Angeles

\_\_\_\_\_  
Date

**CHILD AND FAMILY CENTER**

By: \_\_\_\_\_  
JOAN ASCHOFF, PSY.D.  
President/CEO

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Date

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DISTRICT ATTORNEY**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

**EXHIBIT A- STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation; These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 2018-V2-GC0029, with Code of Federal Domestic Assistance (CFDA) number 16.575, Subaward number XC19 02 0190, have provided financial assistance to the County in the amount of \$3,387,187 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2020 through December 31, 2020, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on December 17, 2019.

As required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such needs and challenges.

The County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant.

The VSSC determined that Domestic Violence Shelters in Los Angeles County, as defined by Welfare and Institutions Code section 18290 et. seq., were underfunded and that distribution of XC Grant funds to these Domestic Violence Shelters would improve services. The Contractor is a Domestic Violence Shelter, as defined by Welfare and Institutions Code section 18290 et. seq., located in the County of Los Angeles and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Contractor each desires to execute this Contract as authorized by the Board of Supervisors on December 17, 2019.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of services to victims of domestic violence under this Contract. Contractor is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2020, and end December 31, 2020 (the "Term"), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Contractors has obtained the County's approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative ("Budget") as set forth in Exhibit C attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Contractor warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Contractor further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Contractors and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Contractor shall maintain this proof of authority on file and make it readily available upon demand.

## **2.4 PROJECT OVERVIEW**

- 2.4.1** The funding for this project is from the XC Grant; Child and Family Center is receiving funding as a subrecipient of this grant.
  - 2.4.1.1** The total project cost shall not exceed \$105,000 and will pay for personnel and operating expenses as outlined in the attached Budget.
  - 2.4.1.2** During the Contract Term, Contractors shall receive Grant funding in the amount of \$100,000.
  - 2.4.1.3** During the Term, Contractor shall be required to provide match in the amount of \$5,000.
  - 2.4.1.3.1** Contractor shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.
- 2.4.2** The purpose of the Contractor's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of victims of domestic violence.
- 2.4.3** The Contractor understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractors to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

- 2.5.1** Within the context of the above, Contractor shall provide the following services described herein to victims of domestic violence and make every effort to provide culturally and linguistically appropriate services.
  - 2.5.1.1** Contractor shall provide victim services to victims of domestic violence. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)

- 2.6** Services will be provided at the Contractor's primary place of business, located at 21545 Centre Pointe Parkway, Santa Clarita, CA 91350, unless provisions for services are requested off-site to meet the needs of the victim.
- 2.7** Contractor shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.

- 2.8** Contractor shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.
- 2.9** Consistent with Welfare and Institutions Code section 18293 through 18307, Contractor shall ensure the following:
- 2.9.1** Contractor shall operate a domestic violence shelter 24 hours a day, seven days a week, at a site that is physically located in Los Angeles County.
  - 2.9.2** Contractor shall receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any State or County funds.
  - 2.9.3** Contractor shall make every attempt to qualify the Domestic Violence Shelter for any available federal funding.
  - 2.9.4** Contractor's primary function shall be to administer Domestic Violence Shelter services.
  - 2.9.5** Contractor shall provide the following basic services to victims of domestic violence and their children:
    - a) Shelter on a 24 hours a day, seven days a week basis.
    - b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
    - c) Temporary housing and food facilities.
    - d) Psychological support and peer counseling provided in accordance with section 1037.1 of the Evidence Code.
    - e) Referrals to existing services in the community.
    - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
    - g) Arrangements for school age children to continue their education during their stay at the Domestic Violence Shelter.
    - h) Emergency transportation as feasible.
  - 2.9.6** Contractor shall provide, to the extent possible, and in conjunction with already existing community services, a method of obtaining the following services for the victims of domestic violence:
    - a) Medical care.
    - b) Legal Assistance.
    - c) Psychological support and counseling.
    - d) Information regarding other available social services.
  - 2.9.7** Contractor shall demonstrate the following:
    - a) Ability to serve a variety of cultural backgrounds.
    - b) Provide a list identifying its bilingual personnel and the language spoken.
    - c) Efforts made to recruit formerly battered persons as staff members.

- 2.9.8** Contractor's staff shall meet the requirements set forth in California Evidence Code section 1037.1.
- 2.9.9** Contractor shall train and use volunteers to the maximum capacity in the delivery of domestic violence shelter-based program services. Contractor shall certify all volunteers have met the training requirements set forth in California Evidence Code section 1037.1.
- 2.9.10** Contractor shall work with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the Domestic Violence Shelter.
- 2.9.11** Contractor shall certify that it will attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

### **3.0 STAFFING**

- 3.1** Contractor's staff shall adhere to the standards set forth in Welfare and Institutions Code section 18290 *et seq.*
- 3.2** Contractor shall operate continuously throughout the entire term of this Contract.
- 3.4** All Contractors' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5** Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.
- 3.6** To the extent feasible, Contractor shall provide services to persons with a physical disability who are victims of domestic violence. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7** Contractor's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/20 – 3/31/20, due 4/10/20

Period: 4/1/20 – 6/30/20, due 7/10/20

Period: 7/1/20 – 9/30/20, due 10/10/20

Period: 10/1/20 – 12/31/20, due 1/10/21





## **5.0 CHARGES TO PARTICIPANTS**

Contractor shall provide Domestic Violence Shelter services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: “Funding made possible through the United States Department of Justice, Victims of Crime Act, 2018-V2-GC-0029,” All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Contractor shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Contractor shall certify that Child and Family Center meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Contractor’s compliance with the other requirements of the Contract. District Attorney shall not require Contractor to provide any information in violation of Welfare and Institutions Code section 18301. In

lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with the relevant Contract provisions.

## **7.1 HEALTH AND FIRE INSPECTIONS**

Contractor understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Shelter site(s). County reserves the right to conduct unannounced site visits, as deemed necessary.

## **7.3 CLEAN AND SAFE FACILITIES**

Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that each Contractor facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.

**COUNTY'S ADMINISTRATION**

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – DV – 4 – 2019

**COUNTY CONTRACT SECTION MANAGER:**

Name: Priscilla Cruz  
Title: Director, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2774 Facsimile: 213-633-0906  
E-Mail Address: pcruz@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Tuppence Macintyre  
Title: Special Assistant, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2777 Facsimile: 213-633-0906  
E-Mail Address: tmacinty@da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Michele Daniels  
Title: Director, Bureau of Victim Services, Los Angeles County District Attorney's Office  
Address: 3204 Rosemead Blvd., Suite 200, El Monte, CA 91731  
Telephone: 626-927-2500 Facsimile: 626-569-9541  
E-Mail Address: mdaniels@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Lam Tran  
Title: XC Grant Analyst, Bureau of Administrative Services, Grants and Contracts Section, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2806 Facsimile: 213-633-0906  
E-Mail Address: lamtran@da.lacounty.gov

## CONTRACTOR'S ANNUAL BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL

Subproject #: Child & Family Center	Revised #: _____		
A. Personnel Services – Salaries/Employer Benefits	10 VOCA	MATCH	COST
This project will have approximately 11 out of 26 total employees dedicated to the Domestic Violence Program:			
Annual Salary: \$27,554			
Annual Salary: \$27,554			
Charitable Direct related salaries to include case management and court report services	\$30,111		\$30,111
Case Manager (V) - 1.25 FTE (5.61 time positions) Annual Salary: \$20,217 + \$27,071 (contracting) = \$45,000 = \$75,216			
Charitable Case Manager (V) - 1.25 FTE (5.61 time positions) Annual Salary: \$17,391 + 10% = \$19,130			
Possible case management support contracting out of state Annual Salary	\$34,135		\$34,135
<b>Program Manager (Volunteer) - 15% FTE</b> Annual Salary: \$22,250 Volunteer Cost: \$69,750 (10% = 69,750) *Additional funding for the management of the agency's values program	\$9,138		\$9,138
<b>Program Supervisor - Shelter - 1.25% FTE</b> Annual Salary: \$45,500 5 Volunteer Cost: \$45,500 x 12.25% = \$4,966.67 *Additional funding for the agency's shelter services	\$6,900		\$6,900
<b>Care Manager - Shelter - 1.25 FTE (5.61 time full time positions)</b> Annual Salaries: \$26,500 + \$48,001 (12.25%) = \$72,001 In-kind related Cost: \$17,414 + 12.25% = \$21,094 *Additional funding for case management, supportive counseling and shelter services	\$39,507		\$39,507
<b>Community Outreach - Shelter - 15% FTE</b> Annual Salary: \$22,250 In-kind related Cost: \$22,250 x 10% = \$3,662.50 *Additional hours related shelter coverage	\$3,666		\$3,666
<b>Care Manager - VOP - 15% FTE</b> Annual Salary: \$22,250 In-kind related Cost: \$22,250 x 10% = \$3,662.50 *Additional case management, supportive counseling and shelter services	\$4,616		\$4,616
<b>Support Group Facilitator - (1.25 full time positions) 15% FTE</b> Annual Salary: \$22,250 + \$2,000 = \$24,000 In-kind related Cost: \$24,000 x 10% = \$2,400.00 *Additional funding for the agency's support group services *Additional support groups for opening up community resources to help with the recovery of survivors	\$4,456		\$4,456
<b>Benefits</b> Child & Family Center offers health benefits to all full-time staff. Periodically benefits (medical, dental, vision, life insurance, disability, and 401K) *Additional funding for 10% of salaries *Additional funding: \$65,556 x 10% = \$6,556.60			
<b>Capital Expenses</b> Estimated at 11.25% of total salaries: P.A.S. = 400% C.I.T.A. = 20% Total = 4.875% *Additional funding: \$55,556 x 4.875% = \$4,477.17	\$1,444		\$1,444
<b>Workers Compensation</b> Estimated at 1.75% of total salaries: Estimated Cost: 260,500 x 1.75% = \$955.41	\$955.41		\$955.41
<b>Personal Services Totals</b>	<b>\$78,966</b>	<b>\$0</b>	<b>\$78,966</b>

Cell OFS 2-100a (Revised 4/2016)

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: <b>Child &amp; Family Center</b>			Subaward #
B. Operating Expenses	18 VOCA	18 VOCA MATCH	COST
General Operating will be calculated at 1% of annual costs.			
<b>Security</b>			
Security guard for business office and central station monitoring of security system			
Estimated Cost: \$54,000 x 1% = \$540	\$540		\$540
<b>Repairs &amp; Maintenance</b>			
Cleaning service, garbage collection, pest control, gardening and as-needed repairs for business office and emergency shelter			
Estimated Cost: \$149,000 x 1% = \$1,490	\$1,490		\$1,490
<b>Utilities</b>			
Electricity, gas, and water for business office and emergency shelter			
Estimated Cost: \$92,200 x 1% = \$922	\$922		\$922
<b>Administrative Services</b>			
Fees for payroll processing, retirement plan, benefits, automated expense reimbursement system, employee background checks and document destruction			
Estimated Cost: \$500,000 x 1% = \$500	\$500		\$500
<b>Computer Expenses</b>			
Computer hardware, support, repair fees, anti-virus software, backup and internet service			
Estimated Cost: \$129,000 x 1% = \$1,290	\$1,290		\$1,290
<b>Dues &amp; Subscriptions</b>			
Member of dues and subscriptions			
Estimated Cost: \$736,000 x 1% = \$7,360	\$7,360		\$7,360
<b>Insurance (General Liability, D &amp; O)</b>			
General Liability and Directors & Officers Insurance			
Estimated Cost: \$100,000 x 1% = \$1,000	\$1,000		\$1,000
<b>Postage</b>			
Mailing and shipping of client related correspondence, contract communications and faxes			
Estimated Cost: \$7,000 x 1% = \$70	\$70		\$70
<b>Supplies</b>			
General office supplies and supplies for training			
Estimated Cost: \$103,000 x 1% = \$1,030	\$1,030		\$1,030
<b>Printing and Reproduction</b>			
Cost of printing and duplicating program materials (i.e. printing/duplicating for daily newsletters, brochures, etc. services offered and materials for groups, etc.)			
Estimated Cost: \$50,000 x 1% = \$500	\$500		\$500

Cal OES 2-106a (Revised 4/2016)

BUDGET CATEGORY AND LINE ITEM DETAIL

[illegible]

Cal OLS 2-100a (Revised 4/2016)

**SAMPLE INVOICE FORMAT**

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

**REPORT OF EXPENDITURES AND REQUEST FOR FUNDS**

Mail To: Los Angeles County District Attorney's Office  
Grant and Contract Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

1. Subrecipient:	2. Implementing Agency:	3. Subaward Number:
4. Program Title:	5. Payment Type	6. Billing Period:
		to
7. Payment Mailing Address (Zip+4):	8. Contact Person:	9. Phone Number/E-mail Address:

	Grant Ward	Current Balance	Prior Balance	Total Balance	Remaining Balance	(12) Total Fund Request
(10) Funding Year	2018					
(11) Federal/ State Fund Source	VOCA 18					
<b>Category-Request Enter amount expended including match, i.e. \$1,000 expenditure + \$250 Match = \$1,250</b>						
(A) Personal Services (+)				\$0	\$0	\$0
(B) Operating Expenses (+)				\$0	\$0	\$0
(C) Equipment (+)				\$0	\$0	\$0
<b>Category - Match Enter Match as a negative, i.e. -250</b>						
(A) Personal Services (-)				\$0	\$0	\$0
(B) Operating Expenses (-)				\$0	\$0	\$0
(C) Equipment (-)				\$0	\$0	\$0
<b>Advance - Recouped Enter Advance as a negative, i.e. -1000</b>						
(A) Personal Services (-)				\$0	\$0	\$0
(B) Operating Expenses (-)				\$0	\$0	\$0
(C) Equipment (-)				\$0	\$0	\$0
<b>Total to be Paid</b>	\$0	\$0	\$0	\$0	\$0	\$0

(13) By signing this report, I certify to the best of my

Typed Name	Signature	Date
Financial Officer		
Project Director		

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Child and Family Center

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – DV – 4 – 2019

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Carolyn Labbe, LMFT

Title: Vice President, Clinical Services

Address: 21545 Centre Pointe Parkway, Santa Clarita, CA 91350

Telephone: 661-255-6847

Facsimile: 661-255-6853

E-Mail Address: Carolyn.labbe@childfamilycenter.org

Signature

Date

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

Name: Joan Aschoff, Psy.D.

Title: President/CEO

Address: 21545 Centre Pointe Parkway, Santa Clarita, CA 91350

Telephone: 661-255-6847

Facsimile: 661-255-6853

E-Mail Address: joan.aschoff@childfamilycenter.org

Signature

Date

Name: Krysta Warfield

Title: Program Manager, DV

Address: 21545 Centre Pointe Parkway, Santa Clarita, CA 91350

Telephone: 661-259-8175

Facsimile: 661-259-1194

E-Mail Address: Kwarfield@childfamilycenter.org

Signature

Date

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

Name: Joan Aschoff, Psy.D.

Title: President/CEO

Address: 21545 Centre Pointe Parkway, Santa Clarita, CA 91350

Telephone: 661-255-6847

Facsimile: 661-255-6853

E-Mail Address: joan.aschoff@childfamilycenter.org

Signature

Date



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Child and Family Center

Contract No LADA – XC GRANT – SUBRECIPIENT – DV – 4 – 2019

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

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

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

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

## **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Child and Family Center

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

Contract No.: LADA – XC GRANT – SUBRECIPIENT – DV – 4 – 2019

### **GENERAL INFORMATION:**

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

### **EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

### **CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

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

Contractor Name: Child and Family Center

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

Work Order No.: \_\_\_\_\_

County Contract No.: LADA – XC GRANT – SUBRECIPIENT – DV – 4 – 2019

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am

involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

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

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

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

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

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

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

**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**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

Page 2 of 4

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 purchases pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchases with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

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

### **2.203.040 Contractor Jury Service Policy.**

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

Page 3 of 4

### **2.203.050 Other Provisions.**



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

### **2.203.060 Enforcement and Remedies.**

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

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

### **2.203.070. Exceptions.**

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

Page 4 of 4

“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)

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

### **CHILD AND FAMILY CENTER**

Contractor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature

**CONTRACTOR'S EEO CERTIFICATION**Child and Family Center

Company Name

21545 Centre Pointe Parkway, Santa Clarita, CA 91350

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number**GENERAL**

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor 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)

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**
**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

**How Will My Employees Know If They Can Claim the EIC?**

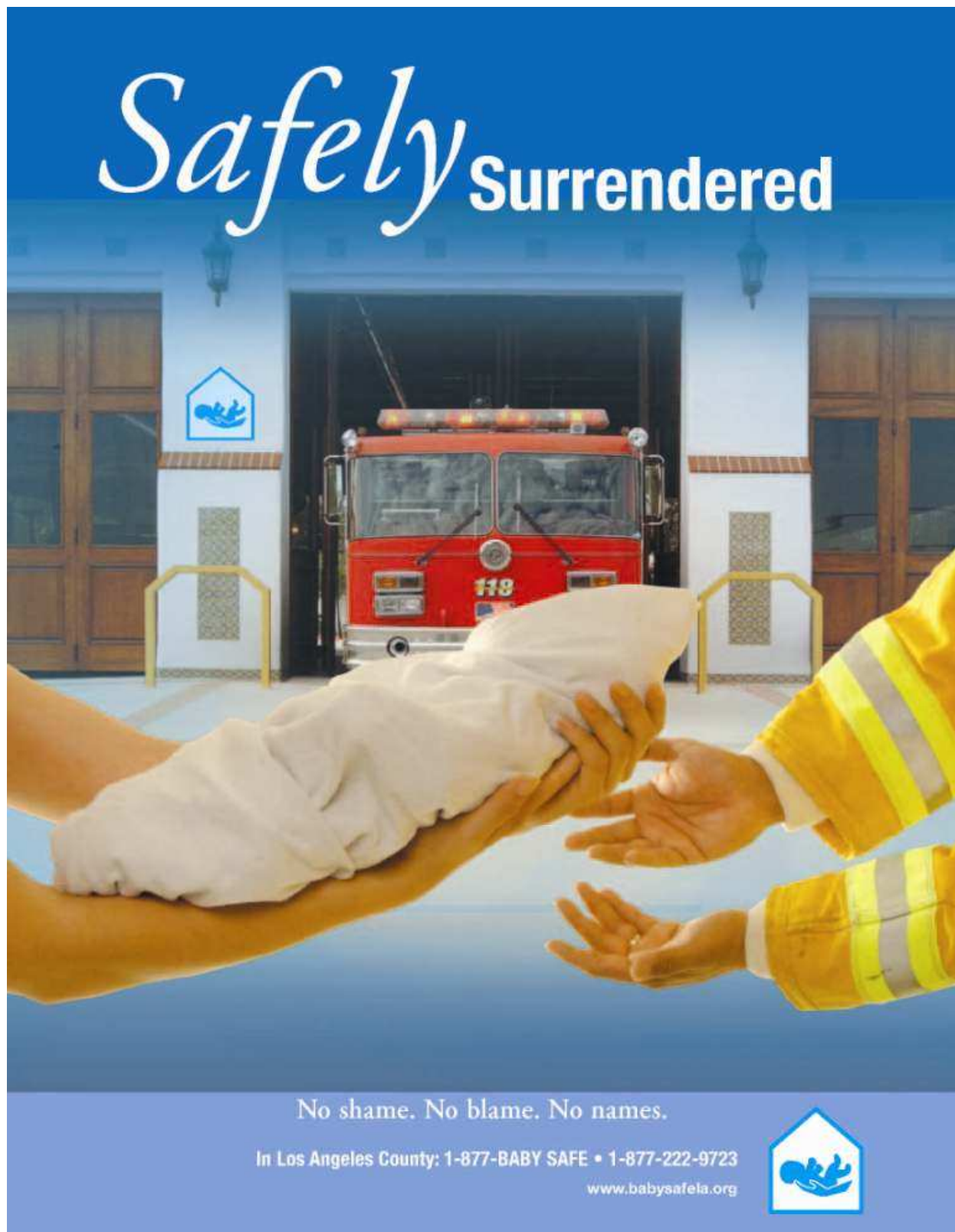
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

**SAFELY SURRENDERED BABY LAW**





# 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](http://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?

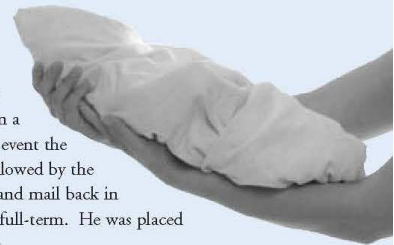
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

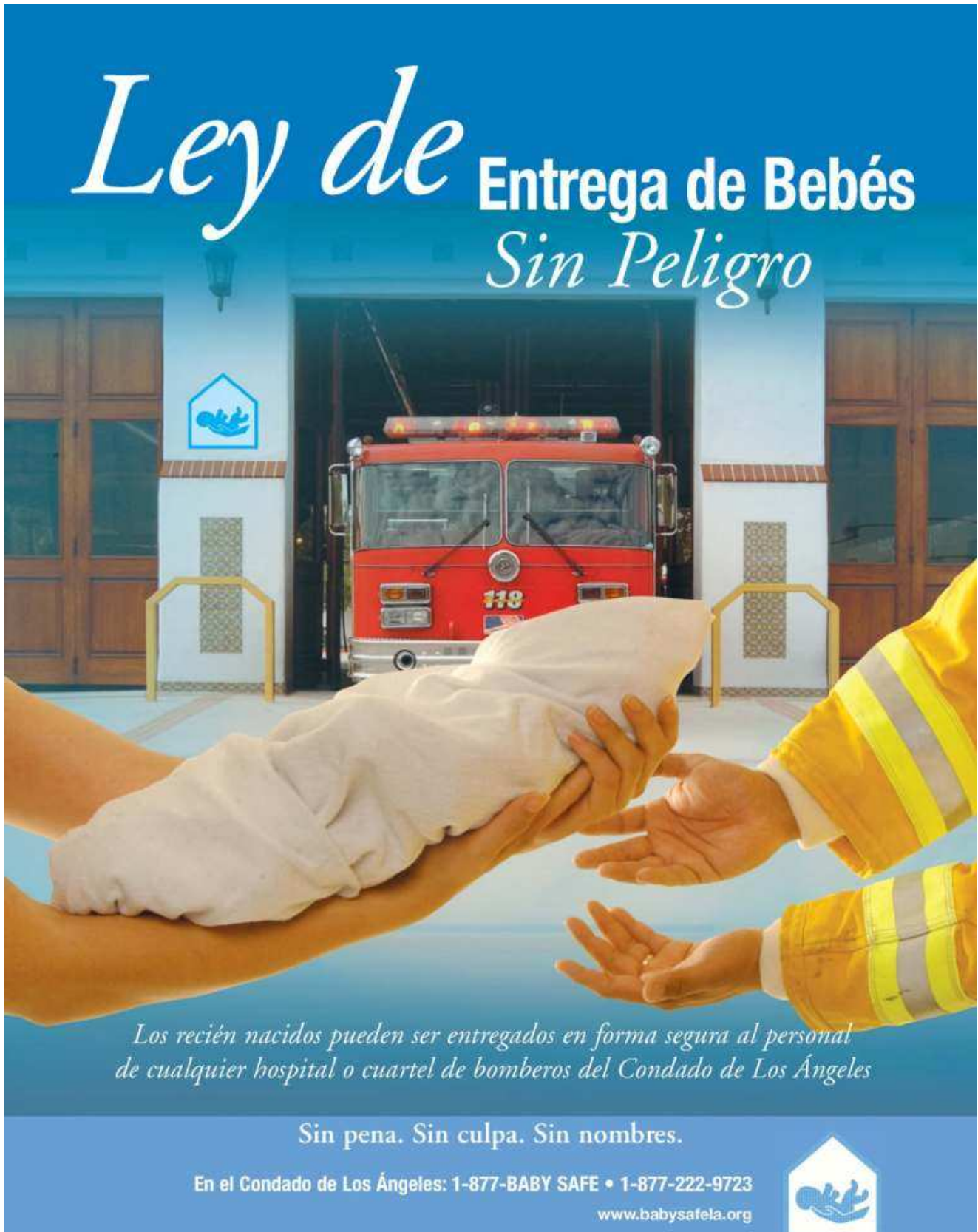
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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](http://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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes 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.



## CHARITABLE CONTRIBUTIONS CERTIFICATION

Child and Family Center  
Company Name

21545 Centre Pointe Parkway, Santa Clarita, CA 91350  
Address

---

Internal Revenue Service Employer Identification Number

---

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

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Signature

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Date

---

Name and Title of Signer (please print)

## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Child and Family Center		
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:

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*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**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DISTRICT ATTORNEY**

**AND**

**CASA OF LOS ANGELES**

**FOR**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

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## **Exhibits**

- A Statement of Work
- B County's Administration
- C Contractor's Annual Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee, and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DISTRICT ATTORNEY  
AND  
COURT APPOINTED SPECIAL ADVOCATES  
FOR  
RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and CASA of Los Angeles, a California non-profit corporation hereinafter referred to as "Contractor," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System.

**RECITALS**

WHEREAS, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 2018-V2-GC0029, with Code of Federal Domestic Assistance (CFDA) number 16.575, Subaward number XC19 02 0190, have provided financial assistance to the County in the amount of \$3,387,187 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2020 through December 31, 2020, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on December 17, 2019; and

WHEREAS, as required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such unmet gaps and needs; and

WHEREAS, the County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant; and

WHEREAS, Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

WHEREAS, the Contractor is a provider of Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System located in the County of Los Angeles that has

been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County and the Contractor each desire to execute this Agreement as authorized by the Board of Supervisors on December 17, 2019;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### **Exhibits:**

- A Statement of Work
- B County's Administration
- C Contractor's Program Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Contractor's Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

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 Subsection 9.1 – Changes and Amendments of Terms 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 INTENTIONALLY OMITTED

**2.2 CONTRACTOR:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or her designee.

### 2.9 INTENTIONALLY OMITTED

**2.10 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.11 PARTICIPANT:** A child in Dependency Court who receives services under this Contract.

### 2.12 INTENTIONALLY OMITTED

**2.13 SERVICE PERIOD:** The time the signing of this contract by both parties through December 31, 2020.

### 2.14 INTENTIONALLY OMITTED

**2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.

- 2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing of Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System as set forth in Exhibit A, Statement of Work – Court-Appointed Volunteer Advocates, and this Contract as set forth herein.
- 3.2** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.3** Contractor shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Contractor to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

### **4.0 TERM OF CONTRACT**

- 4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2020 unless sooner terminated, in whole or in part, as provided herein.
- 4.2** County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 INTENTIONALLY OMITTED**
- 4.4** Contractor shall not charge participants any fees/cost for any services provided to the participant under this Contract.

## **5.0 CONTRACT SUM/COMPENSATION**

**5.1** The XC Program Court-Appointed Volunteer Advocates subrecipient amount is \$347,000 with a required VOCA match of 20 percent of the program total -- \$86,750 and an option for a match waiver up to 80 percent which would reduce the required match to \$17,350<sup>1</sup> - to be provided by the Contractor in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement. The County shall not be liable for any expenses not allowed by Cal OES. Contractor shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

### **5.2 INTENTIONALLY OMITTED**

**5.3** 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.

### **5.4 INTENTIONALLY OMITTED**

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

## **5.6 INVOICES AND PAYMENTS**

**5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Contractor shall invoice County no later than 15 days after the month service was rendered, using the XC Report of Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Contractor by the County.

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<sup>1</sup> Total program cost for the Contractor is \$364,350 consisting of the XC Grant \$347,000 and \$17,350 VOCA match.

**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Contractor shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Contractor's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month.. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Contractor, and the County will not reimburse the Contractor for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Contractor for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Contractor and the County have previously completed a mutually approved Budget attached hereto as Exhibit C and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

**5.6.2.2** The County shall disburse to Contractor as consideration for the services to be provided by Contractor as set forth in this Agreement



its allocated Grant amount not to exceed \$347,000 to be used solely in accordance with the Budget attached as Exhibit C. Such compensation shall be used in strict accordance with the Budget attached as Exhibit C. Contractor shall provide a VOCA match of - \$17,350 -- in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement.

**5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Contractor for all services to be performed and costs incurred by Contractor pursuant to this Agreement.

**5.6.2.4** The disbursement shall be on a reimbursement basis only.

**5.6.2.5** Contractor must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Contractor will maintain records of and account for any interest earned on Grant Funds. Contractor shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Contractor is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.

**5.6.2.6** Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Contractor's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Contractor shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for reimbursement by Grant Funds under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such

requests untimely made. Contractor shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Contractor understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

#### **5.6.3.1 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Contractor must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Contractor fails to submit accurate, complete, and timely invoices, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;

Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Contractor and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the County determines, in its sole discretion, that the Contractor has failed to



provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

## **5.7 ANNUAL FISCAL REPORT**

Contractor shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall maintain annual Fiscal reports as prescribed by GAAP.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1** Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;
- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

#### **6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

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

#### **7.1 CONTRACTOR'S PROJECT MANAGER**

**7.1.1** Contractor's Project Manager is designated in Exhibit E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

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

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

#### **7.3 INTENTIONALLY OMITTED**

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Contractor agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

#### **7.5 CONFIDENTIALITY**

**7.5.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Federal

Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Contractor employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Contractor staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Contractor NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Contractor, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Contractor's premises. Clinical records shall not be removed from Contractor's premises.

**7.5.1.4.2** Contractor shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

- 7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3** Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract," Exhibit F.
- 7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F.
- 7.5.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1** 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, 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 delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims which the Contractor may have against the County.
- 8.1.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they

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

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

## **8.2 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.

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 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.
- 8.3.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.3.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4** 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.
- 8.3.5** The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.3.6** 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.

- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1** In the performance of this Contract, 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.

- 8.4.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.4.3 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 I – Contractor's EEO Certification.

#### **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

- 8.5.1 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 G,



Jury Service Ordinance and incorporated by reference into and made part of this Contract.

#### **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, 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 Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-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 and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.6 CONFLICT OF INTEREST**

**8.6.1** 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.

**8.6.2** **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 and completion of Exhibit H, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

## **8.7 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.

## **8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.8.1** 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.

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

## **8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.9.1 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.

### **8.9.2 CHAPTER 2.202 OF THE COUNTY CODE**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.9.3 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.

### **8.9.4 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 years, that Contractor may after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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.

**8.10 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.11 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.11.2** 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 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).

**8.12 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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.

**8.13 INTENTIONALLY OMITTED**

## **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.14.1** 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.
- 8.14.2** 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.

## **8.15 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 Subsection 9.1, 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.

## **8.16 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.

## **8.17 FORCE MAJEURE**

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

such party (such events are referred to in this paragraph as "force majeure events").

- 8.17.2** In the event Contractor's failure to perform arises out of a force majeure event, 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.

## **8.18 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 the venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.19 INDEPENDENT CONTRACTOR STATUS**

- 8.19.1** 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.

- 8.19.2** 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.

- 8.19.3** 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.

- 8.19.4** The Contractor shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts ("County Indemnitees"), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness

fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 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 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.

### **8.21.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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



Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

Contractor also shall promptly report to 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 Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against 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 Contractor and/or County.

#### **8.21.2 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the 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.

#### **8.21.3 CANCELLATION OF INSURANCE**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 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.

#### **8.21.4 FAILURE TO MAINTAIN INSURANCE**

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 County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its

sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.21.5 INSURER FINANCIAL RATINGS**

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

**8.21.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY**

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

**8.21.7 WAIVERS OF SUBROGATION**

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

**8.21.8 INTENTIONALLY OMITTED**

**8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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 Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing 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.

**8.21.10 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. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

**8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**



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.

#### **8.21.12 SEPARATION OF INSURED**

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.

#### **8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

#### **8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.22 INSURANCE COVERAGE**

#### **8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

#### **8.22.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1million 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, and the endorsement form shall be modified to provide that County will receive

not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to 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.

**8.22.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**8.22.5 SEXUAL MISCONDUCT LIABILITY:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.25.1** 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.

**8.25.2** The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.

**8.25.3** 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.

**8.25.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.25.5** 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.

**8.25.6** 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 Subsection 8.25 when so requested by the County.

**8.25.7** If the County finds that any provisions of this Subsection 8.25 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.

## **8.26 NON-EXCLUSIVITY**

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

## **8.27 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.

## **8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or her designee shall resolve it.

## **8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

## **8.30 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **8.31 NOTICES**

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

## **8.32 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.

## **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 6250 et seq. (Public Records Act) and/or 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.

**8.33.2** 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 an SOQ 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.

**8.33.3** Contractor shall not reveal in such document submitted to the County as set forth in this section 8.33 the identity of any child/client, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** 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 Project Director. The County shall not unreasonably withhold written consent.
- The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** The Contractor may, without the prior written consent of 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 Subsection 8.34 shall apply.

## **8.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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 (GAAP). To the extent permitted by law, the Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement. Contractor shall comply with any additional record keeping requirements by the Cal OES.

Contractor shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Contractor shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Contractor shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Contractor shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Contractor agrees that any State or federal agencies and the County, or their 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, unless prohibited by law. 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 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.



- 8.35.1** 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, to the extent permitted by law, Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may 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.

**8.36 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.

**8.37 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 Subsection 8.11- Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.38 TERMINATION FOR CONVENIENCE**

- 8.38.1** County may terminate this Contract, in whole or in part, 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 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.

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

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.38.3** 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 Subsection 8.35, Record Retention and Inspection/Audit Settlement.

## **8.39 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

**8.40.1** 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.

**8.40.2** 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.

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

#### **8.41 TERMINATION FOR INSOLVENCY**

**8.41.1** 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.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO 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.

#### **8.43 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.

#### **8.44 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.

#### **8.45 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 Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

**8.46.1** 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.

**8.46.2** 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.

#### **8.47 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**8.47.1** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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.

**8.47.2** Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.47 "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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

**9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the District Attorney or her designee.

**9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the District Attorney or her designee.

**9.1.3** The County 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 orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District Attorney or her designee.

#### **9.2 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

### **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Contractor staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.
- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.3.5** Contractor staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

### **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

### **9.5 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act

5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Contractor shall maintain all licenses required to perform the Contract.

**9.5.2** Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Contractor certifies that the Contractor and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

**9.6.1** Contractor shall provide information to the County detailing the number of clients served under XC Grant funding.

**9.6.2** Contractor shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

**9.6.3** Contractor shall electronically submit (by e-mail) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

**9.6.4** Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/20 – 3/31/20, due 4/10/20

Period: 4/1/20 – 6/30/20, due 7/10/20

Period: 7/1/20 – 9/30/20, due 10/10/20

Period: 10/1/20 – 12/31/20, due 1/10/21

- 9.6.5** Contractor may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Contractor may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Contractor shall charge no fees to victims for services rendered.
- 9.7.2** Contractor shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.
- 9.7.3** Contractor shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.
- 9.7.4** Contractor shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.
- 9.7.5** Contractor shall coordinate and cooperate with County request for site visits to Contractor’s office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.
- 9.7.6** Contractor’s allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Contract. Contractor shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Contractor shall not use Grant Funds to provide long-term or short-term legal representation. Contractor agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.
- 9.7.7** Contractor hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional,



managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Contractor shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.8** Contractor hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Contractor shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.9** Notwithstanding anything to contrary in this Contract, Contractor shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Contractor whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

### **SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or her designee and CONTRACTOR has caused this CONTRACT to be executed in its behalf by its duly authorized officer who CONTRACTOR warrants under penalty of perjury is authorized to bind this CONTRACTOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
JACKIE LACEY  
District Attorney  
County of Los Angeles

\_\_\_\_\_  
Date

**CASA OF LOS ANGELES**

By: \_\_\_\_\_  
WENDELYN NICHOLS-JULIEN  
Chief Executive Officer

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Date

**Form Court-Appointed Volunteer Advocates Contract was Submitted and Approved as to Form. Documentation on File.**



**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DISTRICT ATTORNEY**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

**EXHIBIT A- STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation; . These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 2018-V2-GC0029, with Code of Federal Domestic Assistance (CFDA) number 16.575, Subaward number XC19 02 0190, have provided financial assistance to the County in the amount of \$3,387,187 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2020 through December 31, 2020, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on December 17, 2019.

As required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such needs and challenges.

The County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant.

The VSSC determined that Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System, were underfunded and that distribution of XC Grant funds to these Court-Appointed Volunteer Advocates would improve services. The Contractor is a Court-Appointed Volunteer Advocate provider located in Los Angeles County and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Contractor each desire to execute this Contract as authorized by the Board of Supervisors on December 17, 2019.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of services to child victims in dependency court under this Contract. Contractor is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2020, and end December 31, 2020 (the “Term”), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Contractors has obtained the County’s approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative (“Budget”) as set forth in Exhibit C attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Contractor warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Contractor further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Contractors and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Contractor shall maintain this proof of authority on file and make it readily available upon demand.

## **2.4 PROJECT OVERVIEW**

**2.4.1** The funding for this project is from the XC Grant; CASA of Los Angeles is receiving funding as a subrecipient of this grant.

**2.4.1.1** The total project cost shall not exceed \$364,350 and will pay for personnel and operating expenses as outlined in the attached Budget.

**2.4.1.2** During the Contract Term, Contractors shall receive Grant funding in the amount of \$347,000.

**2.4.1.3** During the Term, Contractor shall be required to provide match in the amount of \$17,350.

**2.4.1.3.1** Contractor shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.

**2.4.2** The purpose of the Contractor's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of child victims in dependency court.

**2.4.3** The Contractor understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractors to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

**2.5.1** Within the context of the above, Contractor shall provide the following services described herein to child victims in dependency court and make every effort to provide culturally and linguistically appropriate services.

**2.5.1.1** Contractor shall provide victim services to child victims in dependency court. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)

**2.6** Services will be provided at the Contractor's primary place of business, located at 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754, unless provisions for services are requested off-site to meet the needs of the victim.

**2.7** Contractor shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.

- 2.8** Contractor shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.

### **3.0 STAFFING**

- 3.1** Contractor's staff providing Court-Appointed Advocacy for child victims in dependency court shall meet all guidelines set by the Los Angeles County Superior Court.
- 3.2** Contractor shall operate continuously throughout the entire term of this Contract.
- 3.4** All Contractors' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5** Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.
- 3.6** To the extent feasible, Contractor shall provide services to persons with a physical disability who child victims in dependency court. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7** Contractor's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/20 – 3/31/20, due 4/10/20

Period: 4/1/20 – 6/30/20, due 7/10/20

Period: 7/1/20 – 9/30/20, due 10/10/20

Period: 10/1/20 – 12/31/20, due 1/10/21

## **5.0 CHARGES TO PARTICIPANTS**

Contractor shall provide Court-Appointed Victim Advocacy services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: "Funding made possible through the United States Department of Justice, Victims of Crime Act, 2018-V2-GC-0029," All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Contractor shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Contractor shall certify that CASA of Los Angeles meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Contractor's compliance with the other requirements of the Contract. District Attorney shall not require Contractor to

provide any information in violation of Welfare and Institutions Code section 18301. In lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with the relevant Contract provisions.

## **7.1 HEALTH AND FIRE INSPECTIONS**

Contractor understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections. County reserves the right to conduct unannounced site visits, as deemed necessary.

## **7.3 CLEAN AND SAFE FACILITIES**

Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that each Contractor facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.



**COUNTY'S ADMINISTRATION**

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – CASA - 2019

**COUNTY CONTRACT SECTION MANAGER:**

Name: Priscilla Cruz  
Title: Director, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200. Los Angeles, CA 90012  
Telephone: 213-257-2774 Facsimile: 213-633-0906  
E-Mail Address: pcruz@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Tuppence Macintyre  
Title: Special Assistant, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2777 Facsimile: 213-633-0906  
E-Mail Address: tmacinty@da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Michele Daniels  
Title: Director, Bureau of Victim Services, Los Angeles County District Attorney's Office  
Address: 3204 Rosemead Blvd., Suite 200, El Monte, CA 91731  
Telephone: 626-927-2500 Facsimile: 626-569-9541  
E-Mail Address: mdaniels@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Lam Tran  
Title: XC Grant Analyst, Bureau of Administrative Services, Grants and Contracts Section, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2806 Facsimile: 213-633-0906  
E-Mail Address: lamtran@da.lacounty.gov



## SAMPLE INVOICE FORMAT

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

## REPORT OF EXPENDITURES AND REQUEST FOR FUNDS

**Mail To:** Los Angeles County District Attorney's Office  
Grant and Contract Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

1. Subrecipient:	2. Implementing Agency:	3. Subaward Number:
4. Program Title:	5. Payment Type	6. Billing Period:
7. Payment Mailing Address (Zip+4):	8. Contact Person:	9. Phone Number/E-mail Address:

	Grant Ward	Current Balance	Prior Balance	Total Balance	Remaining Balance	(12) Total Fund Request
(10) Funding Year	2018					
(11) Federal/ State Fund Source	VOCA 18					
<b>Category - Request Enter amount expended including match, i.e. \$1,000 expenditure + \$250 Match = \$1,250</b>						
(A) Personal Services (+)				\$0	\$0	\$0
(B) Operating Expenses (+)				\$0	\$0	\$0
(C) Equipment (+)				\$0	\$0	\$0
<b>Category - Match Enter Match as a negative, i.e. -250</b>						
(A) Personal Services (-)				\$0	\$0	\$0
(B) Operating Expenses (-)				\$0	\$0	\$0
(C) Equipment (-)				\$0	\$0	\$0
<b>Advance - Recouped Enter Advance as a negative, i.e. -1000</b>						
(A) Personal Services (-)				\$0	\$0	\$0
(B) Operating Expenses (-)				\$0	\$0	\$0
(C) Equipment (-)				\$0	\$0	\$0
<b>Total to be Paid</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

(13) By signing this report, I certify to the best of my

Typed Name	Signature	Date
Financial Officer		
Project Director		

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** CASA OF LOS ANGELES

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – CASA - 2019

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Wende Julien

Title: Chief Executive Officer

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Telephone: 323-859-2888

Facsimile: 323-264-5020

E-Mail Address: wjulien@casala.org

Signature

Date

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

Name: Wende Julien

Title: Chief Executive Officer

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Telephone: 323-859-2888

Facsimile: 323-264-5020

E-Mail Address: wjulien@casala.org

Signature

Date

Name: Robert Berman

Title: Chief Financial Officer

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Telephone: 323-859-2888

Facsimile: 323-264-5020

E-Mail Address: rberman@casala.org

Signature

Date

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

Name: Kristen McGuinness

Title: Director of Institutional Giving

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754

Telephone: 323-859-2888

Facsimile: 323-264-5020

E-Mail Address: kmcGuinness@casala.org

Signature

Date

## **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: CASA of LOS ANGELES

Contract No. LADA – XC GRANT – SUBRECIPIENT – CASA - 2019

### **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 contract 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 contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

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

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

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

## **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: CASA of LOS ANGELES

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

Contract No.: LADA – XC GRANT – SUBRECIPIENT – CASA - 2019

### **GENERAL INFORMATION:**

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

### **EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

### **CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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



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

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

Contractor Name: CASA of LOS ANGELES

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

Work Order No.: \_\_\_\_\_

County Contract No.: LADA – XC GRANT – SUBRECIPIENT – CASA - 2019

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am

involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

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

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

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

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

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

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

**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**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

Page 2 of 4

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 purchases pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchases with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

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

### **2.203.040 Contractor Jury Service Policy.**

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

Page 3 of 4

### **2.203.050 Other Provisions.**

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

### **2.203.060 Enforcement and Remedies.**

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

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

### **2.203.070. Exceptions.**

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

Page 4 of 4

“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)

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

**CASA of LOS ANGELES**

Contractor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature

**CONTRACTOR'S EEO CERTIFICATION**CASA of LOS ANGELES

Company Name

201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number**GENERAL**

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor 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)



## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**
**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

**How Will My Employees Know If They Can Claim the EIC?**

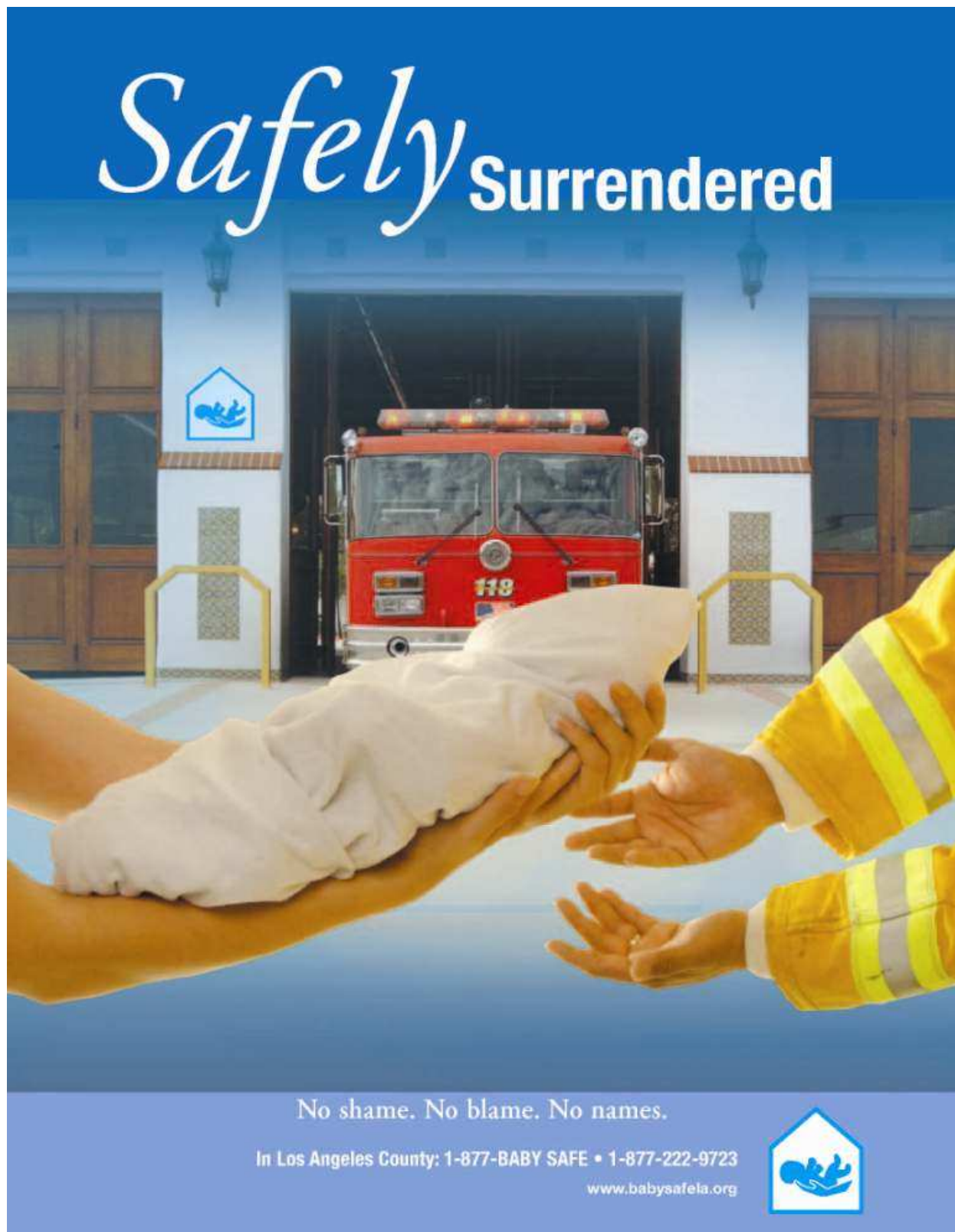
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

SAFELY SURRENDERED BABY LAW



# 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](http://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?

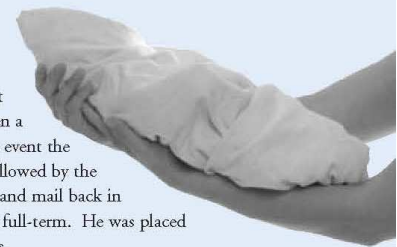
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### 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](http://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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.



## CHARITABLE CONTRIBUTIONS CERTIFICATION

CASA of LOS ANGELES

Company Name

201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754

Address

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Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

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Signature

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Date

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Name and Title of Signer (please print)



## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: CASA of LOS ANGELES			
Company Address: 201 Centre Plaza Drive, Suite 1100			
City:	Monterey Park	State:	CA Zip Code: 91754
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:

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*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**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DISTRICT ATTORNEY**

**AND**

**EAST LA WOMEN'S CENTER**

**FOR**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**



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## **Exhibits**

- A Statement of Work
- B County's Administration
- C Contractor's Annual Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee, and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DISTRICT ATTORNEY  
AND  
EAST LA WOMEN'S CENTER  
FOR  
RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and East LA Women's Center, a California non-profit corporation hereinafter referred to as "Contractor," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Rape Crisis Center Programs.

**RECITALS**

WHEREAS, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 2018-V2-GC0029, with Code of Federal Domestic Assistance (CFDA) number 16.575, Subaward number XC19 02 0190, have provided financial assistance to the County in the amount of \$3,387,187 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2020 through December 31, 2020, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on December 17, 2019; and

WHEREAS, as required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such unmet gaps and needs; and

WHEREAS, the County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant; and

WHEREAS, Rape Crisis Centers which are located in Los Angeles County and which currently meet the definition set forth in Penal Code section 13837 were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

WHEREAS, the Contractor is a Rape Crisis Center located in the County of Los Angeles which currently meets the definition set forth in Penal Code section 13837 and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County and the Contractor each desire to execute this Agreement as authorized by the Board of Supervisors on December 17, 2019;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Exhibits:

- A Statement of Work
- B County's Administration
- C Contractor's Program Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Contractor's Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

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 Subsection 9.1 – Changes and Amendments of Terms 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 INTENTIONALLY OMITTED**

**2.2 CONTRACTOR:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or her designee.

### **2.9 INTENTIONALLY OMITTED**

**2.10 SEXUAL ASSAULT:** See definition set forth in Evidence Code section 1036.2.

**2.11 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.

**2.12 PARTICIPANT:** A victim of Sexual assault who receives services under this Contract.

**2.13 SERVICE PERIOD:** The time the signing of this contract by both parties through December 17, 2019.

### **2.14 INTENTIONALLY OMITTED**

**2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.

**2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

### **3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing Rape Crisis Center-Based Program services as set forth in Exhibit A, Statement of Work - Rape Crisis Center-Based Program, and this Contract as set forth herein.

**3.2** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

**3.3** Contractor shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Contractor to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

### **4.0 TERM OF CONTRACT**

**4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2020 unless sooner terminated, in whole or in part, as provided herein.

**4.2** County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**4.3 INTENTIONALLY OMITTED**

**4.4** Contractor shall not charge participants any fees/cost for any services provided to the participant under this Contract.



## **5.0 CONTRACT SUM/COMPENSATION**

**5.1** The XC Program Rape Crisis Center subrecipient amount is \$130,000 with a required VOCA match of 20 percent of the program total -- \$32,500 and an option for a match waiver up to 80 percent which would reduce the required match to \$6,500<sup>1</sup> -- to be provided by the Contractor in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement. The County shall not be liable for any expenses not allowed by Cal OES. Contractor shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

## **5.2 INTENTIONALLY OMITTED**

**5.3** 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.

## **5.4 INTENTIONALLY OMITTED**

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

## **5.6 INVOICES AND PAYMENTS**

**5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Contractor shall invoice County no later than

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<sup>1</sup> Total program cost for each Contractor is \$136,500 consisting of the XC Grant \$130,000 and \$6,500 VOCA match.

15 days after the month service was rendered, using the XC Report of Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Contractor by the County.

**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Contractor shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Contractor's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month.. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Contractor, and the County will not reimburse the Contractor for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Contractor for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Contractor and the County have previously completed a mutually approved Budget attached hereto as Exhibit C and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

- 5.6.2.2** The County shall disburse to Contractor as consideration for the services to be provided by Contractor as set forth in this Agreement its allocated Grant amount not to exceed \$130,000 to be used solely in accordance with the Budget attached as Exhibit C. Such compensation shall be used in strict accordance with the Budget attached as Exhibit C. Contractor shall provide a VOCA match of -- \$6,500 -- in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement.
- 5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Contractor for all services to be performed and costs incurred by Contractor pursuant to this Agreement.
- 5.6.2.4** The disbursement shall be on a reimbursement basis only.
- 5.6.2.5** Contractor must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Contractor will maintain records of and account for any interest earned on Grant Funds. Contractor shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Contractor is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.
- 5.6.2.6** Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Contractor's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Contractor shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for

reimbursement by Grant Funds under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Contractor shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Contractor understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

#### **5.6.3.1 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Contractor must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Contractor fails to submit accurate, complete, and timely invoices, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;

Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Contractor and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the County determines, in its sole discretion, that the Contractor has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

## **5.7 ANNUAL FISCAL REPORT**

Contractor shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall maintain annual Fiscal reports as prescribed by GAAP.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1** Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on

request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;

- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

#### **6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

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

#### **7.1 CONTRACTOR'S PROJECT MANAGER**

**7.1.1** Contractor's Project Manager is designated in Exhibit E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

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

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

#### **7.3 INTENTIONALLY OMITTED**

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Contractor agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

#### **7.5 CONFIDENTIALITY**

**7.5.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures



relating to confidentiality, including, without limitation, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Contractor employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Contractor staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Contractor NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Contractor, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Contractor's premises. Clinical records shall not be removed from Contractor's premises.

**7.5.1.4.2** Contractor shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

- 7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3** Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract," Exhibit F.
- 7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F.
- 7.5.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1** 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, 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 delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims which the Contractor may have against the County.
- 8.1.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they



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

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

## **8.2 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.

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 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.
- 8.3.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.3.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4** 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.
- 8.3.5** The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.3.6** 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.

- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1** In the performance of this Contract, 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.

- 8.4.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.4.3 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 I – Contractor's EEO Certification.

#### **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

- 8.5.1 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 G,

Jury Service Ordinance and incorporated by reference into and made part of this Contract.

#### **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, 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 Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-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 and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.6 CONFLICT OF INTEREST**

**8.6.1** 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.

**8.6.2** **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 and completion of Exhibit H, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

## **8.7 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.

## **8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.8.1** 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.

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

## **8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.9.1 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.

### **8.9.2 CHAPTER 2.202 OF THE COUNTY CODE**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.9.3 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.

### **8.9.4 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 years, that Contractor may after the debarment has been in effect for at least five 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 years; (2) the debarment has been in effect for at least five 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.

**8.10 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.11 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.11.2** 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 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).

**8.12 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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.

**8.13 INTENTIONALLY OMITTED**

## **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.14.1** 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.
- 8.14.2** 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.

## **8.15 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 Subsection 9.1, 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.

## **8.16 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.

## **8.17 FORCE MAJEURE**

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



such party (such events are referred to in this paragraph as "force majeure events").

- 8.17.2** In the event Contractor's failure to perform arises out of a force majeure event, 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.

## **8.18 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 the venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.19 INDEPENDENT CONTRACTOR STATUS**

- 8.19.1** 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.
- 8.19.2** 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.
- 8.19.3** 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.
- 8.19.4** The Contractor shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts ("County Indemnitees"), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness

fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 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 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.

### **8.21.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

Contractor also shall promptly report to 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 Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against 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 Contractor and/or County.

#### **8.21.2 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the 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.

#### **8.21.3 CANCELLATION OF INSURANCE**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 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.

#### **8.21.4 FAILURE TO MAINTAIN INSURANCE**

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 County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its

sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.21.5 INSURER FINANCIAL RATINGS**

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

**8.21.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY**

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

**8.21.7 WAIVERS OF SUBROGATION**

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

**8.21.8 INTENTIONALLY OMITTED**

**8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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 Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing 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.

**8.21.10 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. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

**8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

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.

**8.21.12 SEPARATION OF INSURED**

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.

#### **8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

#### **8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.22 INSURANCE COVERAGE**

#### **8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

#### **8.22.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to 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.

**8.22.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**8.22.5 SEXUAL MISCONDUCT LIABILITY:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.25.1** 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.

**8.25.2** The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.

**8.25.3** 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.

**8.25.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.25.5** 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.

**8.25.6** 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 Subsection 8.25 when so requested by the County.

**8.25.7** If the County finds that any provisions of this Subsection 8.25 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.

## **8.26 NON-EXCLUSIVITY**

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

## **8.27 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.

## **8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or her designee shall resolve it.

## **8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

### **8.30 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.31 NOTICES**

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

### **8.32 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.

### **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 6250 et seq. (Public Records Act) and/or 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.

**8.33.2** 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 an SOQ 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.

**8.33.3** Contractor shall not place in such document submitted to the County as set forth in this section 8.33 the confidential location of a Confidential Rape Crisis Center or reveal the identity of any shelter resident, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** 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 Project Director. The County shall not unreasonably withhold written consent.
- The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** The Contractor may, without the prior written consent of 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 Subsection 8.34 shall apply.

## **8.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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 (GAAP). To the extent permitted by law, the Contractor shall

also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Agreement. Contractor shall comply with any additional record keeping requirements by the Cal OES.

Contractor shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Contractor shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Contractor shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Contractor shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Contractor agrees that any State or federal agencies and the County, or their 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, unless prohibited by law. 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 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.

**8.35.1** 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, to the extent permitted by law, Contractor shall file a copy of such audit report with the

County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may 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.

#### **8.36 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.

#### **8.37 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 Subsection 8.11- Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.38 TERMINATION FOR CONVENIENCE**

- 8.38.1** County may terminate this Contract, in whole or in part, 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 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.

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

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.38.3** 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 Subsection 8.35, Record Retention and Inspection/Audit Settlement.

## **8.39 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

**8.40.1** 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.

**8.40.2** 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.

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

#### **8.41 TERMINATION FOR INSOLVENCY**

**8.41.1** 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.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO 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.

#### **8.43 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.

#### **8.44 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.

#### **8.45 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 Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

**8.46.1** 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.

**8.46.2** 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.

#### **8.47 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

**8.47.1** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from 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.

**8.47.2** Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.



#### **8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.47 "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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

**9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the District Attorney or her designee.

**9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the District Attorney or her designee.

**9.1.3** The County 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 orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District Attorney or her designee.

#### **9.2 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

### **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Contractor staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.
- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.3.5** Contractor staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

### **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

### **9.5 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)



7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Contractor shall maintain all licenses required to perform the Contract.

**9.5.2** Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Contractor certifies that the Contractor and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

**9.6.1** Contractor shall provide information to the County detailing the number of clients served under XC Grant funding.

**9.6.2** Contractor shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

**9.6.3** Contractor shall electronically submit (by e-mail) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

**9.6.4** Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/20 – 3/31/20, due 4/10/20

Period: 4/1/20 – 6/30/20, due 7/10/20

Period: 7/1/20 – 9/30/20, due 10/10/20

Period: 10/1/20 – 12/31/20, due 1/10/21

- 9.6.5** Contractor may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Contractor may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Contractor shall charge no fees to victims for services rendered.
- 9.7.2** Contractor shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.
- 9.7.3** Contractor shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.
- 9.7.4** Contractor shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.
- 9.7.5** Contractor shall coordinate and cooperate with County request for site visits to Contractor’s office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.
- 9.7.6** Contractor’s allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/GrantsManagementSite/Documents/2019%20Subrecipient%20Handbook.pdf>) and this Contract. Contractor shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Contractor shall not use Grant Funds to provide long-term or short-term legal representation. Contractor agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.
- 9.7.7** Contractor hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional,

managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Contractor shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.8** Contractor hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Contractor shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.9** Notwithstanding anything to contrary in this Contract, Contractor shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Contractor whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or her designee and CONTRACTOR has caused this CONTRACT to be executed in its behalf by its duly authorized officer who CONTRACTOR warrants under penalty of perjury is authorized to bind this CONTRACTOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
JACKIE LACEY  
District Attorney  
County of Los Angeles

\_\_\_\_\_  
Date

**EAST LA WOMEN'S CENTER**

By: \_\_\_\_\_  
BARBARA KAPPOS  
Executive Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Date

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DISTRICT ATTORNEY**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

**EXHIBIT A- STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation; These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners).. This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 2018-V2-GC0029, with Code of Federal Domestic Assistance (CFDA) number 16.575, Subaward number XC19 02 0190, have provided financial assistance to the County in the amount of \$3,387,187 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2020 through December 31, 2020, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on December 17, 2019.

As required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such needs and challenges.

The County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant.

The VSSC determined that Rape Crisis Centers which are located in Los Angeles County and which currently meet the definition set forth in Penal Code section 13837, were underfunded and that distribution of XC Grant funds to these Rape Crisis Centers would improve services. The Contractor is a Rape Crisis Center located in Los Angeles County, which currently meets the definition set forth in Penal Code section 13837, and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Contractor each desire to execute this Contract as authorized by the Board of Supervisors on December 17, 2019.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of services to victims of sexual assault under this Contract. Contractor is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2020, and end December 31, 2020 (the "Term"), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Contractors has obtained the County's approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative ("Budget") as set forth in Exhibit C attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Contractor warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Contractor further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Contractors and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Contractor shall maintain this proof of authority on file and make it readily available upon demand.

## **2.4 PROJECT OVERVIEW**

- 2.4.1** The funding for this project is from the XC Grant; East LA Women's Center is receiving funding as a subrecipient of this grant.
  - 2.4.1.1** The total project cost shall not exceed \$136,500 and will pay for personnel and operating expenses as outlined in the attached Budget.
  - 2.4.1.2** During the Contract Term, Contractors shall receive Grant funding in the amount of \$130,000.
  - 2.4.1.3** During the Term, Contractor shall be required to provide match in the amount of \$6,500.
  - 2.4.1.3.1** Contractor shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.
- 2.4.2** The purpose of the Contractor's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of victims of sexual assault.
- 2.4.3** The Contractor understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractors to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

- 2.5.1** Within the context of the above, Contractor shall provide the following services described herein to victims of sexual assault and make every effort to provide culturally and linguistically appropriate services.
  - 2.5.1.1** Contractor shall provide victim services to victims of sexual assault. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)
- 2.6** Services will be provided at the Contractor's primary place of business, located at 1431 South Atlantic Boulevard, Los Angeles, CA 90022, unless provisions for services are requested off-site to meet the needs of the victim.
- 2.7** Contractor shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.



- 2.8** Contractor shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.

### **3.0 STAFFING**

- 3.1** Contractor's staff providing Rape Crisis Center services shall meet all guidelines set forth in Penal Code section 13837.
- 3.2** Contractor shall operate continuously throughout the entire term of this Contract.
- 3.4** All Contractors' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5** Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.
- 3.6** To the extent feasible, Contractor shall provide services to persons with a physical disability who are victims of sexual assault. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7** Contractor's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/20 – 3/31/20, due 4/10/20

Period: 4/1/20 – 6/30/20, due 7/10/20

Period: 7/1/20 – 9/30/20, due 10/10/20

Period: 10/1/20 – 12/31/20, due 1/10/21

## **5.0 CHARGES TO PARTICIPANTS**

Contractor shall provide Rape Crisis Center services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: “Funding made possible through the United States Department of Justice, Victims of Crime Act, 2018-V2-GC-0029,” All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Contractor shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Contractor shall certify that East LA Women’s Center meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Contractor’s compliance with the other requirements of the Contract. District Attorney shall not require Contractor to provide any information in violation of Welfare and Institutions Code section 18301. In

lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with the relevant Contract provisions.

## **7.1 HEALTH AND FIRE INSPECTIONS**

Contractor understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Shelter site(s) that house and provide Rape Crisis Center services to victims of sexual assault. County reserves the right to conduct unannounced site visits, as deemed necessary.

## **7.3 CLEAN AND SAFE FACILITIES**

Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that each Contractor facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.

**COUNTY'S ADMINISTRATION**

CONTRACT NO. LADA – XC Grant – Subrecipient – RC – 3 – 2019

**COUNTY CONTRACT SECTION MANAGER:**

Name: Priscilla Cruz  
Title: Director, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200. Los Angeles, CA 90012  
Telephone: 213-257-2774 Facsimile: 213-633-0906  
E-Mail Address: pcruz@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Tuppence Macintyre  
Title: Special Assistant, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2777 Facsimile: 213-633-0906  
E-Mail Address: tmacinty@da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Michele Daniels  
Title: Director, Bureau of Victim Services, Los Angeles County District Attorney's Office  
Address: 3204 Rosemead Blvd., Suite 200, El Monte, CA 91731  
Telephone: 626-927-2500 Facsimile: 626-569-9541  
E-Mail Address: mdaniels@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Lam Tran  
Title: XC Grant Analyst, Bureau of Administrative Services, Grants and Contracts Section, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2806 Facsimile: 213-633-0906  
E-Mail Address: lamtran@da.lacounty.gov

# CONTRACTOR'S ANNUAL BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL			
Subrecipient: EAST LOS ANGELES WOMEN'S CENTER	Subaward #:		
B. Operating Expenses	VOCA 18	VOCA MATCH	COST
(COUNTY VICTIM SERVICES (CVS) PROGRAM)			
<b>GRANT PERIOD: 01/01/2020 - 12/31/2020</b>			
<b>Executive Director (E) Total of 100% FTE</b>			
Provide supervision of the staff providing training and the day to day operations of the grant activities.			
Administrative	\$2,523.57		\$2,523.57
12 months @			
<b>Therapist (E) Total of 1,000 FTE</b>			
Therapist will provide crisis intervention services to those who have experienced sexual violence. The therapist will provide advocacy, counseling, case management services and referrals to resources.			
Administrative	\$2,523.57		\$2,523.57
12 months @			
<b>Therapist (E) Total of 1,000 FTE</b>			
Therapist will provide crisis intervention services to those who have experienced sexual violence. The therapist will provide advocacy, counseling, case management services and referrals to resources.			
Administrative	\$2,523.57		\$2,523.57
12 months @			
<b>Advocate (E) Total of 1,000 FTE</b>			
Advocate will provide crisis intervention services to those who have experienced sexual violence. The advocate will provide advocacy, counseling, case management services and referrals to resources.			
Administrative	\$2,523.57		\$2,523.57
12 months @			
<b>Administrative/Case Entry (E) Total of 20% FTE</b>			
Staff will provide supportive services, data entry for grant activity and administrative support. Staff will provide case management services and referrals to resources.			
Administrative	\$2,523.57		\$2,523.57
12 months @			
<b>Total Salaries</b>			
	\$11,502		\$11,502
<b>Employee Benefits</b>			
Medical	\$1,500		\$1,500
Dental	\$1,500		\$1,500
Vision	\$1,500		\$1,500
Life	\$1,500		\$1,500
Disability	\$1,500		\$1,500
Unemployment	\$1,500		\$1,500
Retirement	\$1,500		\$1,500
<b>Total Employee Benefits</b>			
	\$17,500		\$17,500
<b>Personal Section Totals</b>			
	\$11,502	\$17,500	\$29,002
<b>PERSONAL SECTION TOTAL</b>			
	\$11,502	\$17,500	\$29,002

Cal OES 2-106a (Revised 10/06)

BUDGET CATEGORY AND LINE ITEM DETAIL			
Subrecipient: EAST LOS ANGELES WOMEN'S CENTER	Subaward #:		
B. Operating Expenses	VOCA 18	VOCA MATCH	COST
(COUNTY VICTIM SERVICES (CVS) PROGRAM)			
<b>GRANT PERIOD: 01/01/2020 - 12/31/2020</b>			
<b>Office Supplies</b>			
Office supplies such as paper, folders, notebooks etc., for use by program staff.			
Administrative	\$50		\$50
12 months @			
<b>Supplies - Program and Outreach</b>			
Supplies for program and outreach activities, such as brochures, flyers, posters, etc.			
Administrative	\$5,372		\$5,372
12 months @			
<b>Printing</b>			
Print materials related to sexual assault services that include information brochures, safety cards, emergency hotline cards and other related materials.			
Administrative	\$50		\$50
12 months @			
<b>Staff Training</b>			
Provide staff training to increase learning in evidence based practice, trauma informed model and clinical skills as a relation to sexual assault response.			
Administrative	\$40		\$40
12 months @			
<b>Accompaniment</b>			
Staff @ 2 positions x 3000/00/month x 12 months			
Comprehensive expenses for accompaniment on weekends to crisis on call bank.			
Administrative	\$6,400		\$6,400
12 months @			
<b>Space</b>			
2-45 FTE x 50 sq ft x 24 hr x 3 months = 5850 sq ft			
2-45 FTE x 50 sq ft x 24 hr x 3 months = 5850 sq ft			
Direct space for program staff.			
Administrative	\$3,475		\$3,475
12 months @			
<b>Operating Section</b>			
	\$11,502	\$17,500	\$29,002

Cal OES 2-106a (Revised 4/07/06)

BUDGET CATEGORY AND LINE ITEM DETAIL			
Subrecipient: EAST LOS ANGELES WOMEN'S CENTER	Subaward #:		
B. Operating Expenses	VOCA 18	VOCA MATCH	COST
(COUNTY VICTIM SERVICES (CVS) PROGRAM)			
<b>Indirect Cost</b>			
Ten percent (10%) de Minimis rate of the Modified Total Direct Costs (MTDC) base, referenced 2 CFR Part 200.68. MTDC includes the cost of salaries, wages and benefits of personnel that work directly on this project, and other operational costs that are directly related to this project. The MTDC base cannot include any disallowable costs such as equipment, capital expenditures, charges for patient care, rental costs, travel expenses, scholarships, fellowships or any subawards, contracts or consultant beyond the first \$25,000.			
Personal Section Total	\$11,502		\$11,502
Operating Expenses	\$17,500		\$17,500
Excluded Facility Rent	\$3,475		\$3,475
Excluded Equipment Section Total	\$0		\$0
<b>Total MTDC</b>			
	\$11,502		\$11,502
Indirect Cost Rate	10%		
Total Indirect Cost	\$1,150		\$1,150
Adjustments	\$0		\$0
<b>Total Indirect Cost Claimed</b>			
	\$1,150		\$1,150
<b>In-Kind Match - Personal Volunteer</b>			
Volunteers provide office support, accompaniment, crisis intervention, advocacy, follow-up, etc.			
Administrative	\$15,000		\$15,000
12 months @			
<b>Operating Section</b>			
	\$30,469	\$32,500	\$62,969
<b>OPERATING SECTION TOTAL</b>			
	\$30,469	\$32,500	\$62,969

Cal OES 2-106a (Revised 4/2016)

BUDGET CATEGORY AND LINE ITEM DETAIL			
Subrecipient: EAST LOS ANGELES WOMEN'S CENTER	Subaward #:		
C. Equipment	VOCA 18	VOCA MATCH	COST
(COUNTY VICTIM SERVICES (CVS) PROGRAM)			
<b>GRANT PERIOD: 01/01/2020 - 12/31/2020</b>			
<b>None</b>			
<b>Equipment Section Totals</b>			
	\$0	\$0	\$0
<b>EQUIPMENT SECTION TOTAL</b>			
	\$0	\$0	\$0
<b>Category Totals</b>			
Sum of Section 170 on the Grant Subaward Fiscal Sheet			
	\$130,000	\$32,500	\$162,500
<b>Total Project Cost</b>			
	\$130,000	\$32,500	\$162,500

Cal OES 2-106a (Revised 4/2016)

**SAMPLE INVOICE FORMAT**

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

**REPORT OF EXPENDITURES AND REQUEST FOR FUNDS**

**Mail To:** Los Angeles County District Attorney's Office  
 Grant and Contract Section  
 Attention: XC Grant Administrator  
 211 West Temple Street, Suite 200  
 Los Angeles, California 90012

1. Subrecipient:	2. Implementing Agency:	3. Subaward Number:
4. Program Title:	5. Payment Type:	6. Billing Period:
		to
7. Payment Mailing Address (Zip+4):	8. Contact Person:	9. Phone Number/E-mail Address:

	Grant Ward	Current Balance	Prior Balance	Total Balance	Remaining Balance	(12) Total Fund Request
(10) Funding Year	2018					
(11) Federal/ State Fund Source	VOCA 18					
<b>Category - Request Enter amount expended including match, i.e. \$1,000 expenditure + \$250 Match = \$1,250</b>						
(A) Personal Services (+)				\$0	\$0	\$0
(B) Operating Expenses (+)				\$0	\$0	\$0
(C) Equipment (+)				\$0	\$0	\$0
<b>Category - Match Enter Match as a negative, i.e. -250</b>						
(A) Personal Services (-)				\$0	\$0	\$0
(B) Operating Expenses (-)				\$0	\$0	\$0
(C) Equipment (-)				\$0	\$0	\$0
<b>Advance - Recouped Enter Advance as a negative, i.e. -1000</b>						
(A) Personal Services (-)				\$0	\$0	\$0
(B) Operating Expenses (-)				\$0	\$0	\$0
(C) Equipment (-)				\$0	\$0	\$0
<b>Total to be Paid</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

(13) By signing this report, I certify to the best of my

Typed Name	Signature	Date
Financial Officer		
Project Director		

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** East LA Women's Center

CONTRACT NO. LADA – XC Grant – Subrecipient – RC – 3 – 2019

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Diane Alarcon Romero

Title: Director of Administrative Services

Address: 1431 S. Atlantic Blvd., Los Angeles, CA 90022-5015

Telephone: 323-526-5819

Facsimile: 323-526-5822

E-Mail Address: dalarcon@elawc.org

Signature

Date

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

Name: Kristen McCall

Title: Fiscal Manager

Address: 1431 S. Atlantic Blvd., Los Angeles, CA 90022-5015

Telephone: 323-526-5819

Facsimile: 323-526-5822

E-Mail Address: kristen@hccpa.com

Signature

Date

Name: Barbara Kappos

Title: Executive Director

Address: 1431 S. Atlantic Blvd., Los Angeles, CA 90022-5015

Telephone: 323-526-5819

Facsimile: 323-526-5822

E-Mail Address: bkappos@elawc.org

Signature

Date

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

Name: Barbara Kappos

Title: Executive Director

Address: 1431 S. Atlantic Blvd., Los Angeles, CA 90022

Telephone: 323-526-5819

Facsimile: 323-526-5822

E-Mail Address: bkappos@elawc.org

Signature

Date



## **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: East LA Women's Center

Contract No. LADA – XC Grant – Subrecipient – RC – 3 – 2019

### **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 contract 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 contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

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

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

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

## **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: East LA Women's Center

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

Contract No.: LADA – XC Grant – Subrecipient – RC – 3 – 2019

### **GENERAL INFORMATION:**

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

### **EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

### **CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

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

Contractor Name: East LA Women's Center

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

Work Order No.: \_\_\_\_\_

County Contract No.: LADA – XC Grant – Subrecipient – RC – 3 – 2019

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am

involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

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

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

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

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

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

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

**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**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

Page 2 of 4

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 purchases pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchases with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

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

### **2.203.040 Contractor Jury Service Policy.**

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

Page 3 of 4

### **2.203.050 Other Provisions.**



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

### **2.203.060 Enforcement and Remedies.**

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

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

### **2.203.070. Exceptions.**

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

Page 4 of 4

“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)

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

East LA Women's Center

Contractor Name

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Vendor Official Title

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Official's Signature

**CONTRACTOR'S EEO CERTIFICATION**

East LA Women's Center  
Company Name

1431 South Atlantic Boulevard, Los Angeles, CA 90022  
Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

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

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

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Signature

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Date

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Name and Title of Signer (please print)

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**
**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

**How Will My Employees Know If They Can Claim the EIC?**

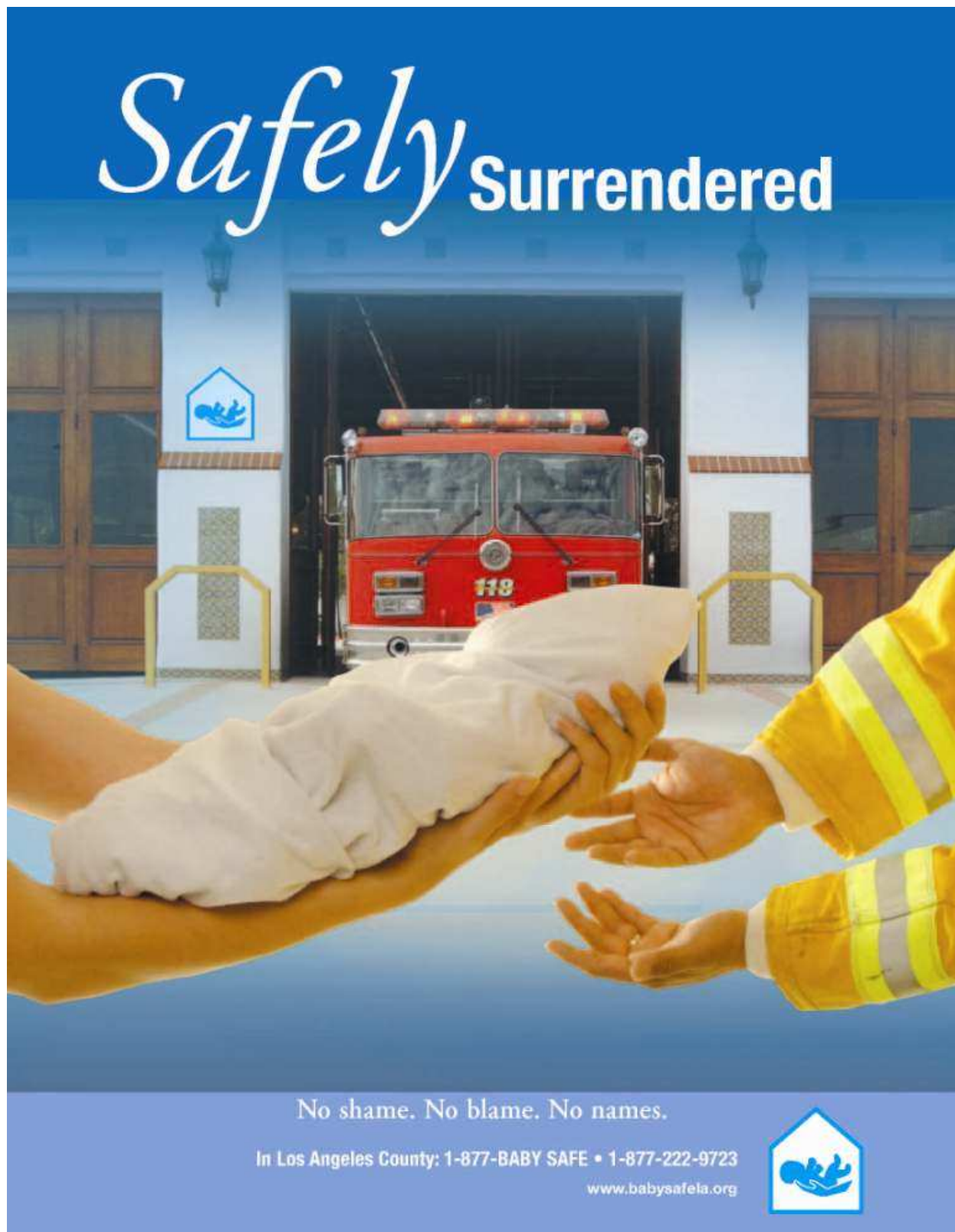
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

SAFELY SURRENDERED BABY LAW





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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

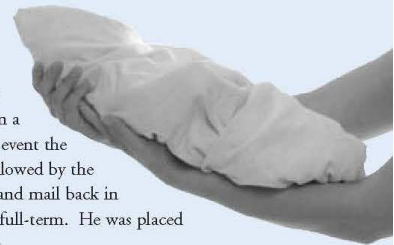
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

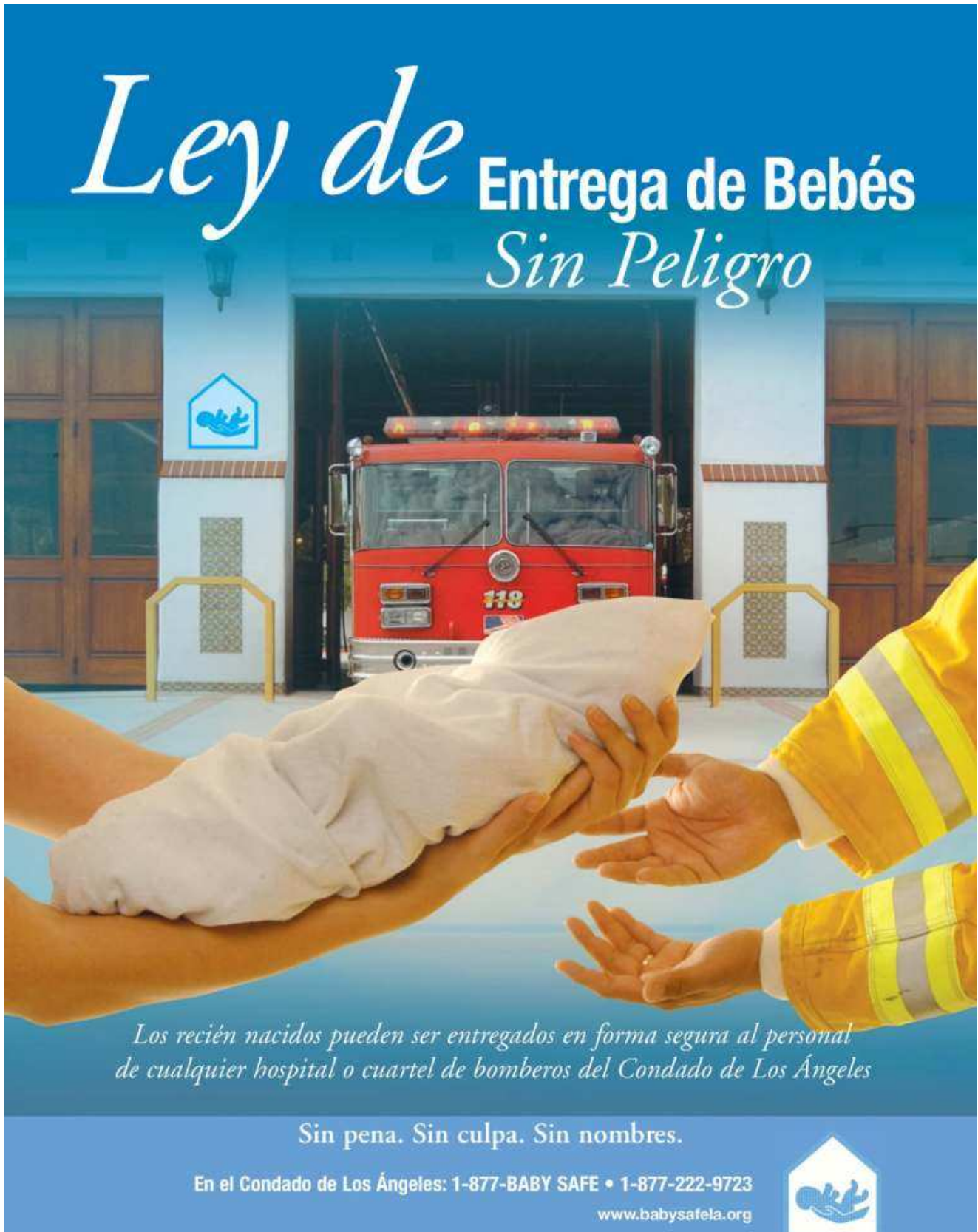
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

## A baby's story

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




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



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

East LA Women's Center  
Company Name

1431 South Atlantic Boulevard, Los Angeles, CA 90022  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: East LA Women's Center		
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:

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*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: \_\_\_\_\_

**Los Angeles County Chief Executive Office**  
**Grant Management Statement for Grants \$100,000 or More**

<b>Department</b>	<b>DISTRICT ATTORNEY'S OFFICE</b>
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<b>Grant Project Title and Description</b>	<b>COUNTY VICTIM SERVICES (XC) PROGRAM</b>
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CalOES has provided one-time (January 1, 2020 through December 31, 2020) VOCA funding through an XC Grant to fill gaps in the County's provision of victim services. A Victim Services Steering Committee, chaired by the District Attorney's Office, has approved the use of the funding to be distributed to 24 community-based organizations to improve and increase services to domestic violence victims, victims of rape and sexual assault, and child victims in Dependency Court. To aid victims in the recovery of court-ordered direct restitution, the District Attorney, Probation, the Sheriff's Department, Treasurer Tax-Collector and ISAB will maintain and implement enhancements to the Unified System for the Collection and Disbursement of Court Ordered Direct Victim Restitution.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CalOES)	PENAL CODE SECTION 13835 et seq.	N/A

<b>Total Amount of Grant Funding</b>	<b>\$3,387,187</b>	<b>County Match</b>	<b>\$169,360</b>
<b>Grant Period</b>	<b>Begin Date: January 1, 2020</b>	<b>End Date: December 31, 2020</b>	
<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time: 2</b>	<b>Part Time: 0</b>	

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>
_____				
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

**Impact of additional personnel on existing space:**

None

**Other requirements not mentioned above:**

None

Department Head Signature

  
**JACKIE LACEY**

Date

11/18/19



**BUDGET CATEGORY AND LINE ITEM DETAIL**

Subrecipient: COUNTY OF LOS ANGELES		Subaward #: XC19 02 0190																																																																																																																				
A. Personal Services – Salaries/Employee Benefits [COUNTY VICTIM SERVICES (XC) PROGRAM]		VOCA 18	VOCA 18 MATCH			COST																																																																																																																
<p><b><u>GRANT PERIOD 01/01/2020 - 12/31/2020</u></b></p> <p>The Plan is to use XC funding to address identified priority gaps in services in order to enhance services and service delivery to VOCA victims by funding four projects to be performed by community based providers and County agencies.</p> <ul style="list-style-type: none"><li>• Increase shelter based services provided for domestic violence victims</li><li>• Increase rape crisis center services provided for sexual assault victims</li><li>• Increase volunteer advocacy provided for child victims in Dependency Court.</li><li>• Assist with enforcement of victims' constitutional right to restitution through a collaborative inmate restitution collection system</li></ul> <p>Documentation of services and program activities, performed by staff and volunteers working on the projects funded by XC, will serve as the source documents for progress in addressing priority gaps, achievement of XC grant goals, performance measures, and compliance with VOCA mandates and restrictions.</p> <p><b><u>DISTRICT ATTORNEY'S OFFICE</u></b></p> <p><i>Provide staff within the LADA to handle all of the XC Program including writing of contracts, coordinating with VSSC, monitoring of CBOs, recording, claiming, reporting, and auditing functions, as well as ensuring that all XC Program projects are in compliance with VOCA, Cal OES, and County rules and regulations.</i></p> <p><b><u>Grant, Contract, and Accounting Functions:</u></b></p> <p><b>1 Administrative Services Manager (ASM) I</b></p> <table><thead><tr><th><u>No. of Month(s)</u></th><th></th><th><u>Monthly Salary</u></th><th></th><th><u>Time Base</u></th><th></th><th></th></tr></thead><tbody><tr><td>9 months</td><td>x</td><td>\$8,497</td><td>x</td><td>95%</td><td>=</td><td>72,649</td></tr><tr><td>3 months</td><td>x</td><td>\$8,710</td><td>x</td><td>95%</td><td></td><td>24,824</td></tr><tr><td colspan="6">Total</td><td>97,473</td></tr><tr><td colspan="6">Salary Savings @ 7.49%</td><td>(7,301)</td></tr><tr><td colspan="6">Net Salary</td><td>90,172</td></tr><tr><td colspan="6">Employee Benefits @ 60.886% of Net Salaries</td><td>59,347</td></tr><tr><td colspan="6"><b>Total Cost for ASM I</b></td><td><b>149,519</b></td></tr></tbody></table> <p><b><u>Programmatic and Reporting Functions:</u></b></p> <p><b>1 Program Manager (PM) I</b></p> <table><thead><tr><th><u>No. of Month(s)</u></th><th></th><th><u>Monthly Salary</u></th><th></th><th><u>Time Base</u></th><th></th><th></th></tr></thead><tbody><tr><td>9 months</td><td>x</td><td>\$7,366</td><td>x</td><td>100%</td><td>=</td><td>66,294</td></tr><tr><td>3 months</td><td>x</td><td>\$7,550</td><td>x</td><td>100%</td><td></td><td>22,650</td></tr><tr><td colspan="6">Total</td><td>88,944</td></tr><tr><td colspan="6">Salary Savings @ 7.49%</td><td>(6,662)</td></tr><tr><td colspan="6">Net Salary</td><td>82,282</td></tr><tr><td colspan="6">Employee Benefits @ 60.886% of Net Salaries</td><td>54,154</td></tr><tr><td colspan="6"><b>Total Cost for PM I</b></td><td><b>136,436</b></td></tr></tbody></table>		<u>No. of Month(s)</u>		<u>Monthly Salary</u>		<u>Time Base</u>			9 months	x	\$8,497	x	95%	=	72,649	3 months	x	\$8,710	x	95%		24,824	Total						97,473	Salary Savings @ 7.49%						(7,301)	Net Salary						90,172	Employee Benefits @ 60.886% of Net Salaries						59,347	<b>Total Cost for ASM I</b>						<b>149,519</b>	<u>No. of Month(s)</u>		<u>Monthly Salary</u>		<u>Time Base</u>			9 months	x	\$7,366	x	100%	=	66,294	3 months	x	\$7,550	x	100%		22,650	Total						88,944	Salary Savings @ 7.49%						(6,662)	Net Salary						82,282	Employee Benefits @ 60.886% of Net Salaries						54,154	<b>Total Cost for PM I</b>						<b>136,436</b>	\$149,519				\$149,519
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Subrecipient: COUNTY OF LOS ANGELES		Subaward #: XC19 02 0190																																																																																																																																																														
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**BUDGET CATEGORY AND LINE ITEM DETAIL**

Subrecipient: COUNTY OF LOS ANGELES		Subaward #: XC19 02 0190			
B. Operating Expenses [COUNTY VICTIM SERVICES (XC) PROGRAM]		VOCA 18	VOCA 18 MATCH		COST
<b>OTHER PROJECTS</b>					
<b>1. Domestic Violence Shelters</b> 1,600,000 <i>Provide one-time funding to qualifying domestic violence shelters in the County to increase the number of victims served through increased personnel and/or improvements in equipment and facilities to ensure victims' safety and well-being and to comply with Americans with Disabilities Act (ADA) requirements.</i>					
1. 1736 Family Crisis Center	100,000	\$100,000	\$5,000		\$105,000
2. Antelope Valley Domestic Violence Council *	100,000	\$100,000	\$5,000		\$105,000
3. Center for the Pacific-Asian Family Inc.	100,000	\$100,000	\$5,000		\$105,000
4. Child and Family Center	100,000	\$100,000	\$5,000		\$105,000
5. Haven Hills, Inc.	100,000	\$100,000	\$5,000		\$105,000
6. House of Ruth, Inc.	100,000	\$100,000	\$5,000		\$105,000
7. Interval House	100,000	\$100,000	\$5,000		\$105,000
8. Jenesse Center, Inc.	100,000	\$100,000	\$5,000		\$105,000
9. Jewish Family Services of LA	100,000	\$100,000	\$5,000		\$105,000
10. The People Concern (Sojourner)	100,000	\$100,000	\$5,000		\$105,000
11. Rainbow Services, Ltd.	100,000	\$100,000	\$5,000		\$105,000
12. Su Casa Ending Domestic Violence	100,000	\$100,000	\$5,000		\$105,000
13. Women Shelter of Long Beach	100,000	\$100,000	\$5,000		\$105,000
14. Women's and Children's Crisis Shelter	100,000	\$100,000	\$5,000		\$105,000
15. YWCA of Glendale	100,000	\$100,000	\$5,000		\$105,000
16. YWCA of San Gabriel Valley - WINGS	100,000	\$100,000	\$5,000		\$105,000
Subtotal	<b>1,600,000</b>				
<b>2. Rape Crisis Centers</b> 0 <i>Provide one-time funding to qualifying rape crisis centers in the County to increase the number of victims served through increased personnel and/or improvements in equipment and facilities to ensure victims' safety and well-being and to comply with Americans with Disabilities Act (ADA) requirements.</i>					
1. Antelope Valley Domestic Violence Council *	130,000	\$130,000	\$6,500		\$136,500
2. Center for the Pacific-Asian Family Inc	130,000	\$130,000	\$6,500		\$136,500
3. East LA Women's Center	130,000	\$130,000	\$6,500		\$136,500
4. Peace Over Violence	130,000	\$130,000	\$6,500		\$136,500
5. Rape Treatment Center	130,000	\$130,000	\$6,500		\$136,500
6. The University Corp. (dba Strength United)	130,000	\$130,000	\$6,500		\$136,500
7. YWCA of Greater Los Angeles	130,000	\$130,000	\$6,500		\$136,500
Subtotal	<b>910,000</b>				
<b>3. Children's Advocacy Services</b> 347,000 <i>Provide one-time funding to a qualifying provider of children's advocacy services in the Dependency Court to increase the number of victims served through increased personnel and/or improvements in equipment and facilities to ensure victims' safety and well-being and to comply with Americans with Disabilities Act (ADA) requirements.</i>		\$347,000	\$17,350		\$364,350
<b>4. Unified Restitution System - Phase II</b> 165,000 <i>Provide one-time funding to the County to implement enhancements to the County's Restitution Collection System for the Collection and Disbursement of Court Ordered Direct Victim Restitution.</i>		\$165,000	\$8,250		\$173,250
<b>5. Unified Restitution System - Maintenance</b> 50,000 <i>Provide one-time funding to the County to maintain the County's Restitution Collection System for the Collection and Disbursement of Court Ordered Direct Victim Restitution.</i>		\$50,000	\$2,500		\$52,500
Operating Section - Page 1 of 2		\$3,072,000	\$153,600	\$0	\$3,225,600

**BUDGET CATEGORY AND LINE ITEM DETAIL**

Subrecipient: COUNTY OF LOS ANGELES		Subaward #: XC19 02 0190			
B. Operating Expenses [COUNTY VICTIM SERVICES (XC) PROGRAM]		VOCA 18	VOCA 18 MATCH		COST
<div>Indirect Cost</div> <div>Ten percent (10%) de Minimis rate of the Modified Total Direct Costs (MTDC) base, referenced 2 CFR Part 200.68. MTDC includes the cost of salaries, wages and benefits of personnel that work directly on the project, and other operational costs that are directly related to the project. The MTDC base cannot include any distorting costs such as equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships, fellowships, or any Subawards, contracts, or consultant beyond the first \$25,000.</div> <div><div><div></div><div>VOCA 18</div></div><div>Personal Section Total300,440</div><div>Operating Expenses225,750</div><div>24 Contracts up to \$25,000600,000</div><div>Excluded Facility Rent0</div><div>Excluded Equipment Section Total0</div><div>Total MTDC1,126,190</div><div>Indirect Cost Rate10%</div><div>Total Claimable Indirect Cost112,618</div><div>Adjustments(82,111)</div><div>Total Claimed Indirect Cost30,507</div><div>Indirect costs include the executive office and clerical support as well as the administrative sections, such as payroll, personnel, accounting, and human resources. Due to funding limits, indirect costs are not fully claimed.</div></div>		\$29,232	\$1,275		\$30,507
Operating Section - Page 2 of 2		\$3,101,232	\$154,875	\$0	\$0
OPERATING SECTION TOTAL					\$3,256,107



# BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: COUNTY OF LOS ANGELES		Subaward #: XC19 02 0190			
C. Equipment [COUNTY VICTIM SERVICES (XC) PROGRAM]	VOCA 18	VOCA 18 MATCH			COST
<u>None</u>					
Equipment Section Totals	\$0	\$0	\$0	\$0	\$0
EQUIPMENT SECTION TOTAL					\$0
Category Totals					
Same as Section 12G on the Grant Subaward Face Sheet	\$3,387,187	\$169,360	\$0	\$0	
Total Project Cost					\$3,556,547



## REQUEST FOR APPLICATION

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The California Governor's Office of Emergency Services (Cal OES), Victim Services (VS) Branch, is soliciting applications for the following program:

### **COUNTY VICTIM SERVICES (XC) PROGRAM**

Release Date: September 4, 2019

This Request for Application (RFA) provides detailed information and forms necessary to prepare an application for Cal OES grant funds. The terms and conditions of this RFA supersede previous RFAs and conflicting provisions stated in the [Subrecipient Handbook \(SRH\)](#).

### **PROGRAM SYNOPSIS**

#### **Program Description:**

The purpose of the XC Program is to provide federal Victims of Crime Act (VOCA) funding to counties across California, and to the City of Los Angeles, to help each fill victim service gaps/needs.

#### **Eligibility:**

Each county, and the City of Los Angeles, is eligible to submit an application for the County Victim Services (XC) Program.

#### **Grant Subaward Performance Period:**

January 1, 2020 – December 31, 2020

#### **Submission Deadline:**

Wednesday, October 16, 2019



## COUNTY VICTIM SERVICES (XC) PROGRAM

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## COUNTY VICTIM SERVICES (XC) PROGRAM

### PART I – OVERVIEW

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- A. PUBLIC RECORDS ACT NOTICE
  - B. CONTACT INFORMATION
  - C. SUBMISSION DEADLINE AND OPTIONS
  - D. ELIGIBILITY
  - E. GRANT SUBAWARD PERFORMANCE PERIOD
  - F. FUNDS
  - G. PROGRAM INFORMATION
- 

#### A. PUBLIC RECORDS ACT NOTICE

Grant applications are subject to the California Public Records Act, Government Code Section 6250, *et seq.* Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please indicate what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

#### B. CONTACT INFORMATION

Please contact your Law Enforcement and County Victim Services Unit Program Specialist concerning this RFA, the application process, or programmatic issues.

#### C. SUBMISSION DEADLINE AND OPTIONS

**One original** application must be delivered to Cal OES by the date and time below. Submission options are: postmarked or hand-delivered, to the address below, by 5:00 pm on Wednesday, October 16, 2019.

California Governor's Office of Emergency Services  
Victim Services Branch  
3650 Schriever Avenue  
Mather, CA 95655  
Attn: County Victim Services (XC) Program  
Law Enforcement and County Victim Services Unit

D. ELIGIBILITY

As previously stated, each county, and the City of Los Angeles, are eligible to submit an application for the County Victim Services (XC) Program to fill victim services gaps/needs.

For applicants that did not receive XC funding for fiscal years 2016-17 and 2017-18, a Victim Services Steering Committee (VSSC) will be required. The VSSC will be tasked with identifying victim services gaps/needs in their jurisdictions. The VSSC will also collectively establish a plan, to include measureable objectives, to address the identified victim services gaps/needs.

Existing XC Subrecipients will not be required to reconvene the VSSC for the purpose of this RFA unless the current approved XC16 plan is being restructured. However, the VSSC will be a requirement for the 2021 Grant Subaward performance period to reassess victim services gaps/needs in their jurisdictions.

Please refer to b. Plan, page 13, for requirements of the VSSC.

E. GRANT SUBAWARD PERFORMANCE PERIOD

The Grant Subaward performance period is January 1, 2020 – December 31, 2020.

F. FUNDS

Approximately \$19,023,000 is available for the Program for the Grant Subaward performance period.

1. Source of Funds

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

The Program is supported through the Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program (Formula Grant Program), which Requires a cash and/or in-kind match equal to 20 percent of the total project cost. Applicants may request a partial match waiver of no more than 80% of the required match amount. **To request a partial**

**match waiver, Applicants must submit the Partial Match Waiver Request form to the applicable Program Specialist, by email, by **Wednesday, October 9, 2019**.** The VOCA Victim Assistance Formula Grant Program Award Number can be obtained from your Program Specialist or left blank. All other sections of the form must be complete. Answers to questions 9-11 must be specific and unique to the Applicant.

2. Funding Amount

Applicants may apply for up to the amounts listed in the table below, for the 12-month Grant Subaward performance period.

Allocations were calculated using a \$125,000 base (in the case of Los Angeles County and the City of Los Angeles, the \$125,000 was split evenly between the two), with the remaining funds allocated based on population (Population as of July 1, 2018, provided by the United States Census Bureau) and the violent crimes – homicide, rape, robbery and assault (2017 Violent Crimes & Clearances provided by the California Department of Justice).

[Population as of July1, 2018, provided by the United States Census Bureau](#)  
[2017 Violent Crimes & Clearance provided by the California Department of Justice](#)

County/City	18VOCA Funding	18VOCA MATCH 20%	TOTAL PROJECT COST (Pre-Match Waiver)
Alameda	\$674,566	\$168,642	\$843,208
Amador	\$134,323	\$33,581	\$167,904
Butte	\$187,276	\$46,819	\$234,095
Calaveras	\$138,089	\$34,522	\$172,611
Contra Costa	\$411,724	\$102,931	\$514,655
El Dorado	\$162,079	\$40,520	\$202,599
Fresno	\$447,506	\$111,877	\$559,383
Glenn	\$132,715	\$33,179	\$165,894
Humboldt	\$164,879	\$41,220	\$206,099
Imperial	\$171,017	\$42,754	\$213,771
Kern	\$409,956	\$102,489	\$512,445

Kings	\$170,397	\$42,599	\$212,996
Lake	\$146,618	\$36,655	\$183,273
City of Los Angeles	\$1,585,200	\$396,300	\$1,981,500
Los Angeles	\$3,387,187	\$846,797	\$4,233,984
Madera	\$175,526	\$43,882	\$219,408
Marin	\$177,415	\$44,354	\$221,769
Mariposa	\$130,883	\$32,721	\$163,604
Mendocino	\$152,611	\$38,153	\$190,764
Merced	\$209,206	\$52,302	\$261,508
Modoc	\$128,070	\$32,018	\$160,088
Monterey	\$244,363	\$61,091	\$305,454
Napa	\$163,824	\$40,956	\$204,780
Nevada	\$148,259	\$37,065	\$185,324
Orange	\$827,772	\$206,943	\$1,034,715
Placer	\$204,421	\$51,105	\$255,526
Plumas	\$132,244	\$33,061	\$165,305
Riverside	\$709,781	\$177,445	\$887,226
Sacramento	\$579,064	\$144,766	\$723,830
San Benito	\$139,668	\$34,917	\$174,585
San Bernardino	\$757,886	\$189,472	\$947,358
San Diego	\$963,188	\$240,797	\$1,203,985
San Francisco	\$451,544	\$112,886	\$564,430
San Joaquin	\$419,468	\$104,867	\$524,335
San Luis Obispo	\$192,219	\$48,055	\$240,274
San Mateo	\$297,379	\$74,345	\$371,724
Santa Barbara	\$237,694	\$59,424	\$297,118
Santa Clara	\$593,990	\$148,498	\$742,488
Santa Cruz	\$197,744	\$49,436	\$247,180
Shasta	\$189,058	\$47,265	\$236,323
Siskiyou	\$136,832	\$34,208	\$171,040
Solano	\$255,489	\$63,872	\$319,361
Sonoma	\$260,671	\$65,168	\$325,839
Stanislaus	\$307,105	\$76,776	\$383,881
Sutter	\$149,734	\$37,434	\$187,168
Tehama	\$142,808	\$35,702	\$178,510
Tulare	\$244,004	\$61,001	\$305,005

Tuolumne	\$139,343	\$34,836	\$174,179
Ventura	\$318,898	\$79,725	\$398,623
Yolo	\$174,856	\$43,714	\$218,570
Yuba	\$146,451	\$36,613	\$183,064

## G. PROGRAM INFORMATION

### 1. Program Description

The purpose of the Program is to support counties across California, and the City of Los Angeles, in providing direct services to victims. Cal OES recognizes that there are unmet gaps/needs at the county level in regard to providing these direct services. This Program allows individual counties the opportunity to identify these gaps/needs in victim services and develop a plan with measurable objectives to meet these gaps/needs.

### 2. Program Components

a. Each county, and the City of Los Angeles, must implement a VSSC.

- Each VSSC **must** include mandatory representation from the following entities:
  - Adult Protective Services
  - Child Protective Services
  - Courts
  - District Attorney
  - Mental Health Department
  - Police Department (at least one)
  - Probation
  - Sheriff
  - Cal OES-funded Victim Witness Program Project
  - Cal OES-funded Domestic Violence Assistance Program Project
  - Cal OES-funded Rape Crisis Program Project
- In addition to the mandatory representation listed above, each county is **strongly encouraged** to add representation from the following entities:
  - Office of the Ombudsman
  - Disabilities Community



- Emerging Victim Populations
  - Hospitals/Medical Providers
  - School Districts/Schools
  - Teen/Transitioning-Age Youth
  - Tribes/Tribal Groups
- The City of Los Angeles's Steering Committee **must** include mandatory representation from the following entities:
  - City of Los Angeles's Department of Aging
  - Child Protective Services
  - Los Angeles City Attorney's Office
  - Mental Health Department
  - Los Angeles Police Department
  - Cal OES-funded Victim Witness Program Project
  - Cal OES-funded Domestic Violence Assistance Program Project
  - Cal OES-funded Rape Crisis Program Project
- In addition to the mandatory representation listed above, the City of Los Angeles is **strongly encouraged** to add representation from the following entities:
  - Office of the Ombudsman
  - Disabilities Community
  - Emerging Victim Populations
  - Hospitals/Medical Providers
  - School Districts/Schools
  - Teen/Transitioning-Age Youth
  - Tribes/Tribal Groups
- b. Provide direct victim services to respond to the emotional, psychological, and/or physical needs of marginalized crime victims.
- c. Assist victims to understand and participate in the criminal justice system.
- d. Restore a measure of security and safety for the victim.
- e. Assistance with California Victim Compensation Board claims.

Subrecipients are strongly encouraged to assist victims with applying for compensation benefits through the California Victim Compensation Board. Activities may include:

- Advising of the availability of such benefits
- Assisting with application forms and understanding procedures
- Obtaining necessary documentation to support the claim
- Monitoring claim status

Subrecipients are also strongly encouraged to budget for tablets or mobile communication devices and cellular service to swiftly facilitate the on-line application process in the office or in the field.

### 3. Reporting Requirements

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

#### a. Cal OES Progress Reports

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

Report	Report Period	Due Date
1 <sup>st</sup> Report	January 1, 2020 – June 30, 2020	July 31, 2020
Final Report	July 1, 2020 – December 31, 2020	January 31, 2021

#### b. Office for Victims of Crime (OVC) Reports

There are two, on-line OVC reports Subrecipients will also need to complete:

##### 1) Subgrant Award Report (SAR)

This on-line report is due **within 90 days of the beginning of the performance period**. Cal OES will initiate access and the Subrecipient must complete the remainder of the report in the OVC Performance Measurement Tool.

2) Subgrantee Report

The Subrecipient must complete this report no later than two weeks following the end of each federal fiscal year quarter. Subrecipients will report data directly into the OVC PMT database no later than the due dates listed, unless otherwise instructed by your Program Specialist.

Report Period	Due Date
January 1, 2020 – March 31, 2020	April 14, 2020
April 1, 2020 – June 30, 2020	July 14, 2020
July 1, 2020 – September 30, 2020	October 14, 2020
October 1, 2020 – December 31, 2020	January 13, 2021

For technical assistance, issues or questions regarding the OVC PMT database, please contact the OVC PMT Help Desk at [ovcpmt@csrincorporated.com](mailto:ovcpmt@csrincorporated.com) or call toll-free (844) 884-2503.

## COUNTY VICTIM SERVICES (XC) PROGRAM

### PART II – RFA INSTRUCTIONS

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- A. SUBRECIPIENT HANDBOOK
  - B. FORMS
  - C. APPLICATION COMPONENTS
  - D. BUDGET POLICIES
  - E. ADMINISTRATIVE REQUIREMENTS
- 

#### A. SUBRECIPIENT HANDBOOK

Applicants are strongly encouraged to review the [Subrecipient Handbook \(SRH\)](#). The SRH outlines the terms and conditions that apply to the Cal OES, VS Branch grants and provides helpful information for developing an application, including a Glossary of Terms.

#### B. FORMS

The Applicant must use the forms provided on our website. The forms must be printed on plain white 8½" x 11" paper and single sided. **Applicants may not alter the formatting of any forms, including the Project and Budget Narratives. No tables, charts, or changes to the margins are allowed.**

#### C. APPLICATION COMPONENTS

Applicants must complete and submit all required components. Specific information for each component is included next. The Checklist in Part III is included to ensure Applicants submit all required components.

##### 1. Grant Subaward Face Sheet (Cal OES 2-101)

The Grant Subaward Face Sheet is the title page of the Grant Subaward that is signed by the Subrecipient and the Cal OES Director (or designee). Instructions are included on the form.

##### 2. Project Contact Information (Cal OES 2-102)

The Project Contact Information form provides Cal OES with all relevant Subrecipient personnel. Information for each individual should be direct contact information. Instructions are included on the form.

3. Signature Authorization (Cal OES 2-103)

The Signature Authorization form provides Cal OES with signatures of authorized signers and who they authorize to sign on their behalf for all grant-related matters. Instructions are included on the form.

4. Certification of Assurance of Compliance (Cal OES 2-104f)

Cal OES is required by law to obtain written certifications of compliance. The Certification of Assurance of Compliance form is a binding affirmation that the Subrecipient will comply with the following regulations and restrictions:

- State and federal civil rights laws
- Drug Free Workplace
- California Environmental Quality Act
- Federal grant fund requirements
- Lobbying restrictions
- Debarment and Suspension requirements
- Proof of Authority documentation from the city council/governing board

5. Budget Pages (Cal OES 2-106a)

The Budget demonstrates how the Applicant will implement the proposed plan with the funds available through this Program. The budget is the basis for management, fiscal review, and audit. **Budgets are subject to Cal OES modifications and approval.** Failure of the Applicant to include required budget items does not eliminate responsibility to comply with those requirements during the implementation of the project.

The Budget Pages automatically calculate the subtotal at the end of each budget category and provide the total of the three spreadsheets at the bottom of the Equipment page. Applicants may add additional columns to the Budget Pages when necessary.

Cal OES requires the Applicant to develop a line-item budget that includes a **calculation and justification in the left column for all expenses.**

The Budget Pages should:

- Cover the entire Grant Subaward performance period
- Include costs related to the objectives and activities of the project
- Strictly adhere to required and prohibited expenses
- Include expenses in the correct category (i.e., Personal Services, Operating Expenses, and Equipment – see below)

Include **only** those items covered by grant funds, including match funds, when applicable. Applicants may supplement grant funds with funds from other sources. However, since approved line items are subject to audit, Applicants should not include in the Project Budget matching funds (if applicable) in excess of the required match.

a. Personal Services – Salaries/Employee Benefits

1) Salaries

Personal services include services performed by project staff **directly employed by the Applicant** (not a contract or participating agency) and must be identified by position and percentage of salaries. They may be salaried or hourly, full-time or part-time positions. Sick leave, vacation, holidays, overtime, and shift differentials must also be budgeted as a part of salaries. If the Applicant's personnel have accrued sick leave or vacation time prior to the approval of grant funding, they may not take time off using project funds.

2) Benefits

Employee benefits must be identified by type and percentage of salaries. The Applicant may use fixed percentages of salaries to calculate benefits. Budgeted benefits cannot exceed those already established by the Applicant.

Employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance, and/or pension plans are allowable budget items. Benefits, such as uniforms or California Bar Association dues are allowable budget items if negotiated as a part of an employee benefit package.

A line item is required for each different position/classification, but not for each individual employee. If several people will be employed full-time or part-time in the same position/classification, provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1.5 clerical positions).

b. Operating Expenses

Operating expenses are defined as necessary expenditures other than personal salaries, benefits, and equipment. The expenses must be grant-related (i.e., to further the Program objectives as defined in the Grant Subaward) and be encumbered during the Grant Subaward performance period.

Examples of an Operating Expense line item include, but are not limited to:

- Consultant services such as subcontractors
- Indirect cost allowance
- Salaries of participating staff who are not employed by the Applicant
- Travel
- Office supplies
- Training materials
- Equipment maintenance
- Software equipment rental/lease
- Telephone, postage
- Printing
- Facility rental
- Vehicle maintenance
- Furniture and office equipment with a cost of less than \$5,000 (excluding tax) and/or with a useful life of less than one year

Salaries for staff not directly employed by the Applicant must be shown as consultant and/or participating staff costs and must be supported by an Operational Agreement (OA), which must be kept on file and made available for review during audits or at the request of Cal OES (SRH 3710 and 4500).

c. Equipment

Equipment is defined as nonexpendable tangible personal property having a useful life of more than one year and a cost of \$5,000 or more per unit (excluding tax).

A line item is required for different types of equipment, but not for each specific piece of equipment (e.g., three laser jet printers must be one line item, not three).

6. Budget Narrative (Cal OES 2-107)

The Budget Narrative should describe the following:

- a. How the project's proposed budget supports the objectives and activities.
- b. How funds are allocated to minimize administrative costs and support direct services.
- c. How shared costs are allocated.
- d. How project-funded staff duties and time commitments support the proposed objectives and activities.
- e. The necessity for subcontracts and unusual expenditures.
- f. Need for mid-year salary range adjustments.

7. Project Narrative (Cal OES 2-108)

The Project Narrative is the main body of information describing the problem to be addressed, the plan to address the identified problem through appropriate and achievable objectives and activities, and the ability of the Applicant to implement the proposed plan.

a. Problem Statement

A Problem Statement is not required for Subrecipients currently receiving XC funds.



For applicants not currently receiving XC funding, a Problem Statement is required. The Problem Statement should include:

- 1) A description of your county's demographics (for City of Los Angeles, a description of the city's demographics).
- 2) A description of the crime type(s) and victim demographic information that the agencies receiving XC funding serve.
- 3) A description of the nature and extent of your victim services gaps/needs affecting your county/City of Los Angeles.
- 4) The anticipated impact of this funding in addressing your gaps/needs.

b. Plan

A plan is required only for new Applicants and existing Applicants restructuring their current approved plan.

The plan for each county, and the City of Los Angeles, must be a cooperative and collaborative approach, and must include the following information:

- 1) The victim services gaps/needs identified by the VSSC.
- 2) The plan to address the identified victim services gaps/needs (plan must include measurable objectives).
- 3) The name of the county agency (or in the case of the City of Los Angeles, the city agency) selected to administer the XC Grant Subaward from Cal OES and act as the single point of contact for the grant. The agency selected must be a county victim services provider (or in the case of the City of Los Angeles, a city victim services provider) and provide direct services to victims.
- 4) The plan should address how the county agency selected to administer the XC Grant Subaward from Cal OES will use a volunteer(s) as part of meeting their objectives. Using a volunteer(s) is a VOCA funding requirement.

- 5) Distribution of funds (i.e., even if the Mental Health Department is selected by a county's VSSC to administer the XC grant for that county, funding can still be "shared" with other county victim services providers and/or community-based organizations [that provide direct services to victims] within that county).

8. Subrecipient Grants Management Assessment

Per title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients. Instructions are included on the form.

9. Project Service Area Information (Cal OES 2-154)

The Project Service Area Information form identifies the counties, cities, and congressional districts served by the project. Instructions are included on the form.

10. Organizational Chart

The Organizational Chart should clearly depict the structure of the Applicant organization and the specific unit within the organization responsible for the implementation of the project. This chart should also depict supporting units within the organization (e.g., the Accounting Unit) and the lines of authority within the organization. Job titles on the Organizational Chart must match those in the Budget Pages and Budget Narrative.

11. Additional Forms/Documents

The following are required only if applicable:

- VOCA Match Waiver Request

A letter, in the format provided, must be submitted with the application only if the Applicant is requesting to waive a portion of the required Match.

- Operational Agreement Summary Form

OAs are required per Part II, Subpart C, Section 5 of this RFA. A current Operational Agreement Summary Form is required for the duration of the performance period.

- Petty Cash Victim Fund Procedures (Cal OES 2-153)

This form is required only if the Applicant proposes to have a line item in their Budget that meets the definition of Petty Cash in *SRH 2235.1*. Instructions are included on the form.

- Noncompetitive Bid Request Checklist (Cal OES 2-156)

This form is required only if the Applicant proposes a line item in their Budget that meets the criteria for a Non-Competitive Bid Request per *SRH 3510*. Instructions are included on the form.

- Contractor/Consultant Rate Exemption Request (Cal OES 2-164)

This form is required only if the Applicant is requesting an exemption to the maximum rate for an independent contractor/consultant of \$650 per eight-hour day or \$81.25 per hour per *SRH 3710.1*. Instructions are included on the form.

- Computers and Automated Systems Purchase Justification Guidelines (Cal OES 2-157)

This form is required only if the Applicant proposes a line item in their Budget for computers or automated equipment that require a justification per *SRH 2341*. Instructions are included on the form.

- Out-of-State Travel Request (Cal OES 2-158)

This form is required only if the Applicant proposes a line item for out-of-state travel per *SRH 2236.11*. Instructions are included on the form.

#### D. BUDGET POLICIES

The following sections of the [SRH](#) may be helpful in developing the Budget Pages and Budget Narrative.

- Contracting and/or Procurement (SRH 3400)
- Audit Costs (SRH 8150)
- Automobiles (SRH 2331)
- Cash Match (SRH 6511)
- Computers and Automated Equipment (SRH 2340)
- Equipment (SRH 2300)
- Expert Witness Fees (SRH 3710.2)
- Facility Rental (SRH 2232)
- Independent Contractor/Consultant (SRH 3710)
- Indirect Cost Rate Proposal (ICRP) (SRH 2180 & SRH 2188)
- In-Kind Match (SRH 6512)
- Match Requirements (SRH 6500)
- Participating Staff (SRH 4500)
- Prohibited Expense Items (SRH 2240)
- Project Income (SRH 6610)
- Rental Space for Training, Shelter, Counseling Rooms, and Other Required Space (SRH 2232.1)
- Rented or Leased Equipment (SRH 2233)
- State Funds Matching State or Federal Funds (SRH 6522)
- Supplanting Prohibited (SRH 1330)
- Travel and Per Diem (SRH 2236)

#### E. ADMINISTRATIVE REQUIREMENTS

Subrecipients must administer their grants in accordance with all [SRH](#) requirements. Failure to comply with these requirements can result in the withholding or termination of the Grant Subaward. The following section may be helpful for developing an application and for planning purposes:

- Audit Requirements (SRH 8100)
- Communications (SRH 11500)
- Copyrights, Rights in Data, and Patents (SRH 5300-5400)
- Fidelity Bond (SRH 2160)
- Monthly Report of Expenditures and Request for Funds (SRH 6310)
- Monitoring (SRH 10400)
- Programmatic Technical Assistance and Site Visit Performance Assessment (SRH 10200-10300)
- Source Documentation (SRH 10111)

## COUNTY VICTIM SERVICES (XC) PROGRAM

### PART III – CHECKLIST

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This checklist is provided to ensure that a complete application is submitted to Cal OES.

- ☐ GRANT SUBAWARD FACE SHEET ([Cal OES 2-101](#)) – Signed by the official authorized to enter into the Grant Subaward.
- ☐ PROJECT CONTACT INFORMATION ([Cal OES 2-102](#))
- ☐ SIGNATURE AUTHORIZATION ([Cal OES 2-103](#))
- ☐ CERTIFICATION OF ASSURANCE OF COMPLIANCE ([Cal OES 2-104f](#)) - Signed by the official who signed the Grant Subaward Face Sheet and by the official delegating that authority.
- ☐ BUDGET PAGES (EXCEL SPREADSHEET FORMAT) ([Cal OES 2-106a](#)) Budget Pages Multiple Fund Source.
- ☐ BUDGET NARRATIVE ([Cal OES 2-107](#))
- ☐ PROJECT NARRATIVE ([Cal OES 2-108](#))
  - PROBLEM STATEMENT
  - PLAN
- ☐ [SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT](#)
- ☐ PROJECT SERVICE AREA INFORMATION ([Cal OES 2-154](#))
- ☐ ORGANIZATIONAL CHART
- ☐ ADDITIONAL FORMS, IF APPLICABLE
  - ☐ VOCA MATCH WAIVER REQUEST
  - ☐ OPERATIONAL AGREEMENT SUMMARY FORM ([Cal OES 2-160](#))
  - ☐ PETTY CASH VICTIM FUND PROCEDURES ([Cal OES 2-153](#))
  - ☐ NONCOMPETITIVE BID REQUEST CHECKLIST ([Cal OES 2-156](#))
  - ☐ CONTRACTOR/CONSULTANT RATE EXEMPTION REQUEST ([Cal OES 2-164](#))
  - ☐ COMPUTERS AND AUTOMATED SYSTEMS PURCHASE JUSTIFICATION GUIDELINES ([Cal OES 2-157](#))
  - ☐ OUT-OF-STATE TRAVEL REQUEST ([Cal OES 2-158](#))

**CERTIFICATION OF ASSURANCE OF COMPLIANCE  
Victims of Crime Act (VOCA) Fund**

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE  
Victims of Crime Act (VOCA) Fund**

I, JACKIE LACEY hereby certify that  
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

Subrecipient: COUNTY OF LOS ANGELES

Implementing Agency: DISTRICT ATTORNEY'S OFFICE

Project Title: COUNTY VICTIM SERVICES (XC) PROGRAM

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds**

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

- ☒ The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- ☐ The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (Subrecipient Handbook Section 2151)**

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: ALAYNA ELAM

Title: CHIEF OF HUMAN RESOURCE DIVISION

Address: 211 WEST TEMPLE STREET, SUITE 200, LOS ANGELES, CA 90012-2305

Phone: (213) 257-2701

Email: AELAM@DA.LACOUNTY.GOV

**III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)**

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

**V. Lobbying – (Subrecipient Handbook Section 2154)**

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)**

*(This applies to federally funded grants only.)*

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

**VII. Proof of Authority from City Council/Governing Board – (Subrecipient Handbook Section 1350)**

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.



The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

#### **VIII. Civil Rights Compliance**

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

#### **IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds**

##### **1. Applicability of Part 200 Uniform Requirements**

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

##### **2. Compliance with DOJ Grants Financial Guide**

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

##### **3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)**

The Subrecipient agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

The details of the Subrecipient's obligations regarding [prohibited conduct related to trafficking](http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) in persons are posted on the OJP website at: <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

#### 4. Civil Rights and Nondiscrimination

The Subrecipient understands that the federal statutes and regulations pertaining to civil rights and nondiscrimination and, in addition:

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110 (e)) ; section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise; and
- c. the Subrecipient understands they must comply with the specific assurances set out in 29 C.F.R. §§ 42.105 and 42.204.

#### 5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

#### 6. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues

from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 7. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

- o Mail: Office of the Inspector General,  
U.S. Department of Justice, Investigations Division,  
950 Pennsylvania Avenue, N.W. Room 4706,  
Washington, DC 20530;
- o E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov);
- o DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499;  
and/or
- o DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the [DOJ OIG website](http://www.usdoj.gov/oig) at <http://www.usdoj.gov/oig>.

## 8. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. [Pertinent restrictions](http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm), including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

## 9. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

The Subrecipient understands and agrees that no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste,



fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- o Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- o Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both:

- o It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- o It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that

entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

10. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

11. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

12. OJP Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with OJP award funds must adhere to the [OJP Training Guiding Principles](http://ojp.gov/funding/ojptrainingguidingprinciples.htm) for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

13. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

14. Specific Post-Award Approval Required to Use a Non-Competitive Approach in any Procurement Contract that Would Exceed \$150,000

The Subrecipient agrees to comply with all applicable requirements to obtain specific advance approval to use a non-competitive approach in any

procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that, for purposes of federal grants administrative requirement, OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a [noncompetitive approach in a procurement](http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm) contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> [Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)] and are incorporated by reference here.

#### 15. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient agrees to collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

#### 16. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

#### 17. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable

program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a. be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b. not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c. be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

#### 18. Demographic Data

The Subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

#### 19. Performance Reports

The Subrecipient agrees to submit (and, as necessary, require sub-Subrecipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

#### 20. Access to Records

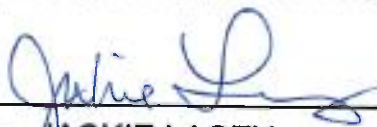
The Subrecipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.



All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

### CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: 

Authorized Official's Typed Name: JACKIE LACEY

Authorized Official's Title: DISTRICT ATTORNEY'S OFFICE

Date Executed: 10/23/19

Federal Employer ID #: 95-6000927 Federal DUNS # 781310990

Current System for Award Management (SAM) Expiration Date: March 05, 2020

Executed in the City/County of: LOS ANGELES

### AUTHORIZED BY: (not applicable to State agencies)

☐ City Financial Officer

☐ County Financial Officer

☐ City Manager

☐ County Manager

☒ Governing Board Chair

Signature: \_\_\_\_\_

Typed Name: JANICE HAHN

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By 

Deputy

NANCY TAKADE



April 25, 2017

Donna Wills, Director  
Los Angeles County District Attorney's Office  
Bureau of Victim Services Administration



Dear Ms. Wills,

RE: XC Grant -Verification of Sole Source Rape Crisis Centers

I, Patricia Giggans, am the Executive Director of Peace Over Violence, which has been operating as a Rape Crisis Center in Los Angeles County for over 45 years. I also serve as the Sexual Assault Representative on the XC Grant Victim Services Steering Committee. Based upon my personal knowledge, and also checking with CALOES, I can verify that the following eight community based providers are the sole agencies that qualify for and receive CALOES funding pursuant to Penal Code section 13837.

These Centers all follow the required CALOES State Standards –

Strength United  
Santa Monica Rape Treatment Center  
East LA Women's Center  
Center for Pacific Asian Families  
Valley Oasis  
Project Sister  
YWCA Greater Los Angeles  
Peace Over Violence

Sincerely,

Patricia Giggans  
Executive Director

**metro headquarters**

1015 Wilshire Boulevard, Suite 200  
Los Angeles, California 90017

213.955.9090 office  
213.955.9093 fax  
213.785.2684 video  
213.785.2749 video

**west san gabriel valley center**

892 North Fair Oaks Avenue, Suite D  
Pasadena, California 91103

626.584.6191 office  
626.584.6193 fax  
626.243.7972 video

**24-hour hotlines**

626.793.3385  
310.392.8381  
213.626.3393

[peaceoverviolence.org](http://peaceoverviolence.org)

[info@peaceoverviolence.org](mailto:info@peaceoverviolence.org)



CENTER FOR THE  
PACIFIC ASIAN FAMILY  
NURTURING CHANGE TOGETHER

May 1, 2017

DONNA WILLS, DIRECTOR  
Los Angeles County District Attorney's Office  
Bureau of Victim Services

Via email: Donna Wills [DWills@da.lacounty.gov](mailto:DWills@da.lacounty.gov)

Dear Ms. Wills:

As Executive Director of the Center for the Pacific Asian Family, I have over 17 years' experience in delivery of domestic violence shelter services in Los Angeles County. Based upon my personal knowledge and verification from Los Angeles County Department of Social Services and California Office of Emergency Services, I can state that the following 16 domestic violence shelters are the only agencies that receive Presley and Cal OES funding pursuant to W&IC 18293(d).

1. 1736 Family Crisis Center
2. Antelope Valley Domestic Violence Council
3. Center for the Pacific Asian Family
4. Domestic Violence Center of Santa Clarita Valley
5. Haven Hills, Inc.
6. House of Ruth
7. Interval House
8. Jenesse Center
9. Jewish Family Service of Los Angeles – Haven House
10. Ocean Park Community Center (Sojourn)
11. Rainbow Services
12. Su Casa Ending Domestic Violence
13. Women Shelter of Long Beach
14. Women's and Children's Crisis Shelter
15. YWCA of Glendale
16. YWCA of San Gabriel Valley WINGS

Please contact me if you have any questions.

Warmly,

Debra Suh  
Executive Director





CHAMBERS OF  
**MICHAEL I. LEVANAS**  
PRESIDING JUDGE

JUVENILE DIVISION  
**The Superior Court**  
201 CENTRE PLAZA DRIVE  
MONTEREY PARK, CALIFORNIA 91754

May 5, 2016

TELEPHONE  
(323) 307-8030

Philip L. Browning, Director  
Los Angeles County Department of Children and Family Services  
425 Shatto Place  
Los Angeles, CA 90020

Dear Mr. Browning:

As the Presiding Judge of the Los Angeles County Juvenile Court, I can state that CASA of Los Angeles is the only agency providing court-appointed volunteer advocates for abused and neglected children in the Dependency Court System. They are the only agency with which the Juvenile Court has a Memorandum of Understanding regarding such broad-based advocacy, and are sole source providers of volunteer advocates for children in protective care. There are no other organizations authorized to perform this work.

As you well know, the number of children and youth in the Dependency Court System in Los Angeles County exceeds any other county in the country. Our attorneys and judges contend daily with a litany of complex cases involving abuse, neglect, and abandonment of our community's most vulnerable citizens, our children. CASA advocacy is a critical component to helping these children receive the vital services and the attention they deserve. But the hard truth is there are simply not enough of them.

We need more CASAs.

The Juvenile Court recognizes the importance of the CASA program, and its role in helping children in protective care achieve permanency, safety and well-being throughout Los Angeles County. With more CASAs in the system, we will be able to help more of the 30,000 children and youth currently in our care.

We fully support the CASA of Los Angeles, and its advocacy within the Dependency Court System. Please contact my office should you have any further questions or concerns regarding its unique role within the Court.

Sincerely,

A handwritten signature in dark ink, appearing to be "Michael I. Levanas", written over a horizontal line.

Michael I. Levanas, Presiding Judge  
Los Angeles County Juvenile Court

December 17, 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:

**APPROPRIATION ADJUSTMENT TRANSFERRING FUNDING FROM  
PROVISIONAL FINANCING USES TO THE  
LOS ANGELES COUNTY SHERIFF DEPARTMENT'S OPERATING BUDGET  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board authorize approval of an appropriation adjustment transferring \$5,623,000 from Provisional Financing Uses (PFU) to the Department's operating budget to support the continued implementation of technology infrastructure upgrades for the Department's body-worn camera program (BWC Program).

**IT IS RECOMMENDED THAT THE BOARD:**

Approve a Fiscal Year (FY) 2019-20 Appropriation Adjustment transferring \$5,623,000 from PFU to the Department's operating budget to allow the Department to continue the phased implementation of the Department's BWC Program.

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

On September 24, 2019, the Board authorized the Department to:

- In collaboration with Internal Services Department and the Chief Executive Office (CEO), to implement the technology infrastructure upgrades at patrol stations and other locations as needed for body-worn cameras utilizing one-time funding.
- Hire 33 staff, as recommended in the International Association of Chiefs of Police and CEO reports, to operationalize a BWC Program.

In accordance with the phased implementation, the Department is in the process of hiring the 33 staff and has completed computer and infrastructure upgrades at 5 patrol stations, 1 substation, and 3 special bureaus. The appropriation adjustment will provide the necessary funding for the Department to continue with infrastructure upgrades and ongoing network expansions at 10 stations, four substations, and eight special bureaus, for a total cost of \$5,623,000. A summary of the costs is provided in Exhibit A and a detailed list of the locations, estimated costs and target completion dates is provided in Exhibit B.

### **Background**

On August 30, 2019, the CEO recommended the Department begin implementation of the BWC Program. Based on BWC Program estimates, the Board placed \$32.7 million in the PFU budget unit. In addition, \$2.1 million in funding was allocated to the Department in February 2019, as part of the CEO's FY 2018-19 mid-year budget adjustment for computer and technology infrastructure upgrades at five patrol stations and two substations as aligned with the body-worn camera program. The Department's body-worn camera implementation plan is scheduled to be phased in over three fiscal years.

Subsequently, on October 1, 2019, the Board approved transfer of \$134,400,000 and \$9,300,000 from the Department's services and supplies and capital assets-equipment, respectively, to PFU, thus limiting the Department's flexibility to cover upfront costs associated with the BWC Program. The Department is requesting funding in advance to ensure that the implementation plan authorized by the Board on September 24, 2019, is not delayed due to limited appropriation.

The CEO in collaboration with the Department have confirmed the requested \$5.6 million in additional appropriation will provide the Department with sufficient appropriation to continue implementation of technology infrastructure upgrades for the next scheduled set of facilities that align with the Board-approved BWC Program.

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

The recommended actions are consistent with the goals of the Countywide Strategic Plan, specifically Goal I.3.2 – Develop a plan to fund and implement body-worn cameras for Sheriff's deputies.

### **FISCAL IMPACT/FINANCING**

Approval of an Appropriation Adjustment of \$5,623,000 will decrease PFU and increase the Department's FY 2019-20 operating budget as follows:

- Detective Division Budget - Services and Supplies \$4,123,000
- Detective Division Budget - Capital Assets-Equipment \$1,500,000.

In addition, the CEO is working with the Department to establish fiscal controls, including payroll codes, project accounts, etc. to track program costs to ensure funds are monitored and expended as directed. The Department will submit a bi-monthly detail expenditure report to the CEO. If at year-end the expenditures are less than the funding provided, the unused funds will be returned to the PFU. The Department will be required to retain supporting expense documentation for future review.

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

Pursuant to Government Code Section 29125, when an increase in an appropriation is to be financed by a decrease in an appropriation in a different budget unit, the adjustment must be formally approved by the Board.

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

Adoption of the Department's recommendation will allow the Board to provide the Sheriff's Department with sufficient appropriation to continue implement of the Board-approved BWC Program.

**CONCLUSION**

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return one originally executed copy of the Board letter to the CEO and the Department's Detective Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:SAH:FAD:MM:SW:RP:JV:  
(Detective Division/Homicide 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  
Lana Choi, Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Dennis M. Kneer, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Patrick A. Nelson, Chief, Detective Division  
Glen C. Joe, Assistant Division Director, ASD  
Chris E. Marks, Commander, Detective Division  
Vanessa C. Chow, Sergeant, ASD  
Christian A. Meadows, Sergeant, Homicide Bureau  
Adam R. Wright, Deputy, ASD  
(Detective Division – Body Worn Camera Implementation-Phase I 12-17-19)



**EXHIBIT A**

**SUMMARY OF FUNDING FOR PHASE-IN OF BODY WORN CAMERA IMPLEMENTATION  
TECHNOLOGY INFRASTRUCTURE UPGRADES  
FISCAL YEAR 2019-20**

Location Count	Location	Category	No. Units	One-Time Budget	FY19-20 Ongoing
	10 Patrol Stations	Computer Deployment	1,984	\$ 2,655,274	\$ -
	4 Substations	Facility Infrastructure		\$ 1,177,143	\$ 472,800
	8 Special Bureaus	Unit Cellphone Procurement	11	\$ 2,750	\$ 10,720
		Forensic video consultant		\$ -	\$ 225,000
		Forensic Video Software		\$ 305,150	\$ -
		Office		\$ -	\$ 222,000
		Training		\$ 91,800	\$ 10,800
		Vehicles + Radios	11	\$ 450,000	\$ -
	Total			\$ 4,682,117	\$ 941,320

TOTAL REQUEST FOR TRANSFER OF ONE-TIME FUNDS FROM PFU	\$5,623,437
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LOCATION DETAIL OF FUNDING FOR PHASE-IN OF BODY WORN CAMERA IMPLEMENTATION  
TECHNOLOGY INFRASTRUCTURE UPGRADES  
FISCAL YEAR 2019-20

PHASE 1B PROPOSED IMPLEMENTATION FISCAL YEAR 2019-20 10 Stations - 4 Substations - 8 Special Bureaus						
Location Count	Location	Category	No. Units	Target Completion	One-Time Budget	FY19-20 Ongoing
1	Altadena Patrol Station	Computer Deployment	44	6/30/2020	\$ 58,847	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 96,000
	Total				\$ 134,112	\$ 96,000
2	Avalon Patrol Station	Computer Deployment	17	6/30/2020	\$ 22,736	
		Facility Infrastructure		*12/31/2020	\$ 184,765	\$ 48,000
	Total				\$ 207,501	\$ 48,000
3	BWC Headquarters	Unit Cellphones	11	5/31/2020	\$ 2,750	\$ 10,720
		Forensic Video Consultant		6/30/2020		\$ 225,000
		Forensic Video Software		4/30/2020	\$ 305,150	\$ -
		Office Training		10/31/2020	\$ -	\$ 222,000
		Vehicles + Radios	10	6/30/2020	\$ 91,800	\$ 10,800
				6/30/2020	\$ 450,000	
	Total				\$ 849,700	\$ 468,520
4	Compton Patrol Station	Computer Deployment	130	6/30/2020	\$ 173,866	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 9,600
	Total				\$ 249,131	\$ 9,600
5	Crescenta Valley Patrol Station	Computer Deployment	71	6/30/2020	\$ 94,958	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 96,000
	Total				\$ 170,223	\$ 96,000
6	Duarte Substation	Computer Deployment		6/30/2020	\$ -	
		Facility Infrastructure		6/30/2020	\$ 53,865	\$ 7,200
	Total				\$ 53,865	\$ 7,200
7	East Los Angeles Patrol Station	Computer Deployment	156	6/30/2020	\$ 208,639	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 9,600
	Total				\$ 283,904	\$ 9,600
8	Fraud & Cyber Crimes Bureau	Computer Deployment	115	7/31/2020	\$ 153,805	
		Facility Infrastructure		7/31/2020	\$ 33,265	\$ 7,200
	Total				\$ 187,070	\$ 7,200
9	Hall of Justice	Computer Deployment	30	6/30/2020	\$ 40,123	
		Facility Infrastructure		6/30/2020	\$ 2,765	\$ -
	Total				\$ 42,888	\$ -
10	Lawndale Substation	Computer Deployment		6/30/2020	\$ -	
		Facility Infrastructure		6/30/2020	\$ 53,865	\$ 7,200
	Total				\$ 53,865	\$ 7,200
11	Lomita Patrol Station	Computer Deployment	58	6/30/2020	\$ 77,571	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 9,600
	Total				\$ 152,836	\$ 9,600
12	Major Crimes Bureau	Computer Deployment	25	7/31/2020	\$ 33,436	
		Facility Infrastructure		7/31/2020	\$ 2,765	\$ -
	Total				\$ 36,201	\$ -
13	Malibu/Lost Hills Patrol Station	Computer Deployment	80	6/30/2020	\$ 106,995	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 9,600
	Total				\$ 182,260	\$ 9,600
14	Marina Del Rey Patrol Station	Computer Deployment	42	6/30/2020	\$ 56,172	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 9,600
	Total				\$ 131,437	\$ 9,600
15	Maywood Substation	Computer Deployment		6/30/2020	\$ -	
		Facility Infrastructure		6/30/2020	\$ 53,865	\$ 7,200
	Total				\$ 53,865	\$ 7,200
16	Narcotics Bureau	Computer Deployment	205	7/31/2020	\$ 274,174	
		Facility Infrastructure		7/31/2020	\$ -	\$ -
	Total				\$ 274,174	\$ -
17	Operation Safe Streets (OSS)	Computer Deployment	46	7/31/2020	\$ 61,522	
		Facility Infrastructure		7/31/2020	\$ -	\$ -
	Total				\$ 61,522	\$ -
18	Parole Compliance Team	Computer Deployment	29	7/31/2020	\$ 38,786	
		Facility Infrastructure	6	7/31/2020	\$ -	\$ -
	Total				\$ 38,786	\$ -
19	South Los Angeles Patrol Station	Computer Deployment	182	6/30/2020	\$ 243,413	
		Facility Infrastructure		6/30/2020	\$ 75,265	\$ 9,600
	Total				\$ 318,678	\$ 9,600
20	Special Victims Bureau	Computer Deployment	115	7/31/2020	\$ 153,805	
		Facility Infrastructure		7/31/2020	\$ -	\$ -
	Total				\$ 153,805	\$ -
21	Temple Patrol Station	Computer Deployment	132	6/30/2020	\$ 176,541	
		Facility Infrastructure		6/30/2020	\$ 74,773	\$ 9,600
	Total				\$ 251,314	\$ 9,600
22	Universal City Walk Substation	Computer Deployment		5/31/2020	\$ -	
		Facility Infrastructure		5/31/2020	\$ 15,300	\$ 14,400
	Total				\$ 15,300	\$ 14,400
	Total - Phase 1B				\$ 3,902,435	\$ 818,920

PHASE 1A IMPLEMENTATION FISCAL YEAR 2018-19 5 Stations - 1 Substation - 3 Special Bureaus						
Location Count	Location	Category	No. Units	Completion	One-Time Budget	FY19-20 Ongoing
1	Century Patrol Station	Computer Deployment	76	3/31/2020	\$ 101,916	
		Facility Infrastructure		**Complete	\$ -	\$ 17,280
	Total				\$ 101,916	\$ 17,280
2	Homicide	Computer Deployment	122	7/31/2020	\$ 163,602	
		Facility Infrastructure		7/31/2020	\$ 33,265	\$ 7,200
	Total				\$ 196,867	\$ 7,200
3	Internal Affairs Bureau	Computer Deployment	27	7/31/2020	\$ 36,207	
		Facility Infrastructure		7/31/2020	\$ 33,265	\$ 7,200
	Total				\$ 69,472	\$ 7,200
4	ICIB	Computer Deployment	23	7/31/2020	\$ 30,843	
		Facility Infrastructure		7/31/2020	\$ 33,265	\$ 7,200
	Total				\$ 64,108	\$ 7,200
5	Industry Patrol Station	Computer Deployment	72	5/31/2020	\$ 96,552	
		Facility Infrastructure		**Complete	\$ -	\$ 17,280
	Total				\$ 96,552	\$ 17,280
6	Lakewood Patrol Station	Computer Deployment	66	5/31/2020	\$ 88,506	
		Facility Infrastructure		**Complete	\$ -	\$ 17,280
	Total				\$ 88,506	\$ 17,280
7	Lancaster Patrol Station	Computer Deployment	71	5/31/2020	\$ 95,211	
		Facility Infrastructure		**Complete	\$ -	\$ 17,280
	Total				\$ 95,211	\$ 17,280
8	Paramount Substation	Computer Deployment		5/31/2020	\$ -	\$ -
		Facility Infrastructure		**Complete	\$ -	\$ 14,400
	Total				\$ -	\$ 14,400
9	West Hollywood Patrol Station	Computer Deployment	50	5/31/2020	\$ 67,050	
		Facility Infrastructure		**Complete	\$ -	\$ 17,280
	Total				\$ 67,050	\$ 17,280
	Total - Phase 1A				\$ 779,682	\$ 122,400

TOTAL Phase 1A & 1B	\$ 4,682,117	\$ 941,320
TOTAL Request for Transfer of One-Time Funds from PFU	\$5,623,437	

\* Avalon Station Dependent on ISD installation of Microwave System

\*\* Wiring & Infrastructure complete. Finish Carpentry upon bid award

NOTE: Dates adjusted to compensate for Windows 7/8 Upgrade Project Impact

November 19, 2019

DEPT NO: 770

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF SHERIFF

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFOR****FY 2019-20****3 - VOTES****SOURCES****PFU-SHERIFF**

A01-CB-2000-13749-13752

SERVICES &amp; SUPPLIES

**DECREASE APPROPRIATION****5,623,000****USES****SHERIFF - DETECTIVE SERVICES**

A01-SH-2000-15681-15683

SERVICES &amp; SUPPLIES

**INCREASE APPROPRIATION****4,123,000****SHERIFF - DETECTIVE SERVICES**

A01-SH-6030-15681-15683

CAPITAL ASSETS - EQUIPMENT

**INCREASE APPROPRIATION****1,500,000****SOURCES TOTAL****\$ 5,623,000****USES TOTAL****\$ 5,623,000****JUSTIFICATION**

Reflects a transfer of \$5,623,000 from Provisional Financing Uses to the Department's operating budget (\$4,123,000 in Services and Supplies and \$1,500,000 in Capital Assets – Equipment) to allow the Department to continue the phased implementation of the Department's body-worn camera program.

**AUTHORIZED SIGNATURE**

RICHARD MARTINEZ, DIRECTOR, SHERIFF

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

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

DATE \_\_\_\_\_

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

DATE \_\_\_\_\_