



County of Los Angeles  
Chief Executive Office

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

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** Wednesday, January 8, 2020

**TIME:** 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:  
ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2019 CALIFORNIA COVERDELL PROGRAM  
Speaker(s): Janalyn Caliman and Colleen A. Murphy (Sheriff)
- B.** Board Letter:  
ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2019 HOMELAND SECURITY GRANT PROGRAM  
Speaker(s): Colleen A. Murphy and Karen J. Anderson (Sheriff)
- C.** Board Letter:  
APPROVAL OF A CONTRACT WITH INTERQUEST DETECTION CANINES TO PROVIDE CANINE CONTRABAND DETECTION SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
- D.** Board Letter:  
AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE AND ACCEPT GRANT FUNDING FROM THE CALIFORNIA STATE DEPARTMENT OF INSURANCE FOR THE LIFE ANNUITY CONSUMER PROTECTION PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2019-20  
Speaker(s): Renee Rose and Nika Thu (District Attorney)

Wednesday, January 8, 2020

- E.** Board Letter:  
AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS FRO GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE VICTIMS WITNESS ASSISTANCE PROGRAM AND APPROVED APPROPRIATION ADJUSTMENT FOR THE PERFORMANCE PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020  
Speaker(s): Michele Daniels and Nika Thu (District Attorney)
- F.** Board Letter:  
AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE UNSERVED/UNDERSERVED VICTIM ADVOCACY & OUTREACH PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FOR THE PERFORMANCE PERIOD BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020  
Speaker(s): Michele Daniels and Nika Thu (District Attorney)
- G.** Board Letter:  
APPROVE LICENSE AGREEMENT WITH NBC UNIVERSAL MEDIA LLC, FOR FILMING TELEVISION PROGRAMMING FEATURING THE LOS ANGELES COUNTY FIRE DEPARTMENT  
Speaker(s): Christopher Anderson and Derek Alkonis (Fire)

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

- A.** Board Briefing:  
PUBLIC PRIVATE PARTNERSHIP  
Speaker(s): Lisa Small (Liberty Hill) and Jai Phillips (CCF)
- B.** Board Briefing:  
SHERIFF CIVILIAN OVERSIGHT COMMISSION REVIEW OF 2019 AND FORECAST FOR 2020  
Speaker(s): Brian Williams (Sheriff Civilian Oversight Commission)

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

**CLOSED SESSION:**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
(Subdivision (a) of Government Code Section 54956.9)

**Gregory Anthony Lanier v. County of Los Angeles, et al.**  
United States District Court Case No. 17-CV-09019-R

Department: Sheriff

Wednesday, January 8, 2020

**CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Robert Lindsey, et al. v. County of Los Angeles, et al.**

United States District Court Case No. 17-CV-03886

Department: Sheriff

**CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Julie Valencia v. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. BC670908

Department: Alternate Public Defender

**CS-4 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Wanda Jimenez v. County of Los Angeles**

Los Angeles Superior Court Case No. BC589762

Department: Probation

**5. ADJOURNMENT**

**6. UPCOMING ITEMS:**

- A.** Board Letter:  
FISCAL YEAR-END REPORT, REPORT OF IN-KIND CONTRIBUTIONS, AND  
UPDATED DEVELOPER FEE FOR THE BENEFIT OF THE CONSOLIDATED FIRE  
PROTECTION DISTRICT OF LOS ANGELES COUNTY  
Speaker(s): Debbie Aguirre (Fire)
- B.** Board Letter:  
APPROVE AN AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR  
EXCHANGE OF SERVICES  
Speaker(s): Christopher Anderson and Anthony Marrone (Fire)
- C.** Board Letter:  
CONSTRUCTION-RELATED CONTRACT PUBLIC BUILDINGS CORE SERVICE  
AREA LOS ANGELES COUNTY SHERIFF'S DEPARTMENT PITCHESS  
EMERGENCY VEHICLE OPERATIONS CENTER MITIGATED NEGATIVE  
DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM  
ESTABLISH CAPITAL PROJECT AND APPROVE PROJECT BUDGET APPROVE  
APPROPRIATION ADJUSTMENT AWARD DESIGN-BUILD CONTRACT  
Speaker(s): Luis Ramirez (Public Works) Tracey Jue (Sheriff) and Matthew Diaz  
(CEO)

Wednesday, January 8, 2020

- D.** Board Letter:  
NINE AND SEVEN-YEAR LEASES SUPERIOR COURT, CHILD SUPPORT SERVICES DEPARTMENT, PUBLIC DEFENDER, AND DEPARTMENT OF MENTAL HEALTH 600 SOUTH COMMONWEALTH AVENUE, LOS ANGELES  
Speaker(s): Michael Navarro and Dean Lehman (CEO)
- E.** Board Letter:  
FIVE YEAR, ONE YEAR AND EIGHTEEN MONTH LEASES DEPARTMENT OF PUBLIC HEALTH, DEPARTMENT OF CHILDREN AND FAMILY SERVICES, AND PROBATION DEPARTMENT 3530 WILSHIRE BOULEVARD, LOS ANGELES  
Speaker(s): Michael Navarro and Dean Lehman (CEO)
- F.** Board Letter:  
NINE YEAR LEASE FIRE DEPARTMENT 1255 CORPORATE CENTER DRIVE, SUITE 328, MONTEREY PARK  
Speaker(s): Michael Navarro and Dean Lehman (CEO)

January 21, 2020

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2019  
CALIFORNIA COVERDELL PROGRAM  
(ALL DISTRICTS) (3VOTES)**

**SUBJECT**

Request Board to execute the attached Certification of Assurance of Compliance, and authorize the Sheriff of Los Angeles County (County), or his designee, to accept and execute a grant award from the California Governor's Office of Emergency Services (Cal OES) for the 2019 California Coverdell Program (Program) in the amount of \$150,042. The Program is funded by the Department of Justice, Office of Justice Programs, National Institute of Justice Federal funds, Catalog of Federal Domestic Assistance Number 16.742, passing through the state. The funding shall be utilized to secure continuing education and training programs for the Los Angeles County Sheriff's Department (Department) full-time forensic technical staff.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance form required by Cal OES as part of the grant application process.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to sign and accept the grant award, subsequent to execution by Cal OES for the Program in

the amount of \$150,042 for the grant period from January 1, 2020, through December 31, 2020. There is no match requirement for the Program.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the Program.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the Program in future Fiscal Years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

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

The Department's Scientific Services Bureau (SSB) has been identified to receive funding under the Program. The funding shall be utilized to secure continuing education and training programs for the Department's full-time forensic technical staff.

In complying with the objective of this funding opportunity, the allocation will be used to send members of the Department's forensic technical staff to educational and training seminars designed to improve the quality, timeliness, and credibility of Departmental investigations and evidence examinations. The funding will assist the forensic technical staff in reducing the backlog of forensic cases and improving the turnaround time for case analysis.

As a laboratory accredited to ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories by the American National Standards Institute, National Accreditation Board (ANAB), the Department's SSB strives to maintain conformance with all accreditation requirements. The purpose of required training is to maintain the production of valid and accurate results, increase productivity, and enable staff to assume greater responsibilities within their respective assignments. In an effort to maintain the standard of continuing education for all forensic technical staff, it is necessary to provide a wide variety of specialized training opportunities.

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

The Program is consistent with the County's Strategic Plan; Goal III.1.1 – Develop Staff Through High Quality Multi-Disciplinary Approaches to Training, by providing required continuing education to forensic analysts; and Goal III.2.3 – Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency, by

reducing the number of backlogged cases as analysts and examiners apply new knowledge and skills to improve their accuracy and productivity.

### **FISCAL IMPACT/FINANCING**

This will be the 15<sup>th</sup> year of funding for the Program. The grant period is from January 1, 2020, through December 31, 2020.

Grant funds in the amount of \$150,042 will be used to fund Services and Supplies for forensic technical staff to attend training, travel expenses, and office/laboratory supply purchases.

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

On November 26, 2019, the Department submitted an application in response to Cal OES's Program grant solicitation. Prior to our application submission, Cal OES advised the Department was pre-selected to be a grant recipient of \$150,042 with no match requirement.

Under the requirements of Cal OES, the applicant must complete a Certificate of Assurance of Compliance form signed by the Governing Body that includes details regarding the requirements of Federal Grant Funds, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act, Lobbying, Debarment and Suspension, and Proof of Authority from the City Council/Governing Board. The applicant is required to submit the necessary assurances before finalization of the grant award agreement.

The agreement will be in effect for 12 months from January 1, 2020, through December 31, 2020.

All forensic supplies purchased with the Program funding will be procured in accordance with the County's purchasing policies and procedures.

The Board letter has been reviewed and the attached Certification of Assurance of Compliance has been approved as to form by County Counsel.

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

This Program will have a positive impact on the services currently provided by the Department and will give the Department an opportunity to successfully accomplish its mission, goals, and objectives.

The Honorable Board of Supervisors  
January 21, 2020  
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**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter and two signed copies of the Certification of Assurance of Compliance to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

DRAFT

AV:JC:jc  
(Financial Programs Bureau/Grants Unit)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Sachi A. Hamai, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Mary C. Wickham, County Counsel  
Michele Jackson, Principal Deputy County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Dennis M. Kneer, Chief of Staff  
Mark A. Glatt, Chief, Technology and Support Division (TSD)  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Richard F. Martinez, Director, Financial Programs Bureau (FPB)  
Karen J. Anderson, Assistant Director, FPB, Grants Unit  
Vanessa C. Chow, Sergeant, ASD  
Elida D. Rodriguez, Administrative Services Manager III, FPB, Grants Unit  
Adam R. Wright, Deputy, ASD  
Karla K. Taylor, Supervising Criminalist, TSD, Scientific Services Bureau  
Colleen A. Murphy, Grants Supervisor, FPB, Grants Unit  
Janalyn Caliman Grants Analyst, FPB, Grants Unit  
(Grants – Coverdell Program 01-21-20)

**Los Angeles County Chief Executive Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

**Department:** LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD)

**Grant Project Title and Description: 2019 California Coverdell Program**

The purpose of this program is to improve the quality and timeliness of forensic science services over current operations. The grant funds will be used to maintain continuing education and training of LASD's Scientific Services Bureau's full-time forensic technical staff to improve accuracy, increase productivity, and enable staff to assume greater responsibilities. The training will assist in their effort to prevent and reduce the backlog of forensic cases and improve turnaround time for case analysis.

**Funding Agency**

California Governor's Office of  
Emergency Services (Cal OES)

**Program (Fed. Grant # /State Bill or Code #)**

**Grant Acceptance Deadline**

Upon adopted Certification  
of Assurance

**Total Amount of Grant Funding: \$150,042**

**County Match: None**

**Grant Period: 12 Months**

**Begin Date: January 1, 2020**

**End Date: December 31, 2020**

**Number of Personnel Hired Under This Grant: 0**

**Full Time: 0 Part Time: 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 ☐ No ☒

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☐ No ☒

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

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 ☒

b). Identify other revenue sources Yes ☐ No ☒  
(Describe) \_\_\_\_\_

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☐ No ☒

**Impact of additional personnel on existing space: None**

**Other requirements not mentioned above: None**

**Department Head Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **CERTIFICATION OF ASSURANCE OF COMPLIANCE**

The applicant must complete a Certification of Assurance of Compliance (Cal OES 2-104), 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, and Civil Rights Compliance. 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.

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## CERTIFICATION OF ASSURANCE OF COMPLIANCE

I, Timothy K. Murakami hereby certify that  
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

Subrecipient: Los Angeles County

Implementing Agency: Los Angeles County Sheriff's Department

Project Title: 2019 Paul Coverdell Forensic Science Improvement

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: Jessica P. Brothers

Title: Lieutenant, Bureau of Labor Relations and Compliance

Address: 211 West Temple St., Los Angeles, CA 90012

Phone: (213) 229-1614

Email: JPBrothe@lasd.org

### **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 will 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.

DRAFT

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: Timothy K. Murakami

Authorized Official's Title: Undersheriff

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

Federal Employer ID #: 956000927 Federal DUNS #: 028950678

Current System for Award Management (SAM) Expiration Date: 03/05/2020

Executed in the City/County of: Los Angeles, Los Angeles County

### AUTHORIZED BY: (not applicable to State agencies)

☐ City Financial Officer

☐ County Financial Officer

☐ City Manager

☐ County Manager

☒ Governing Board Chair

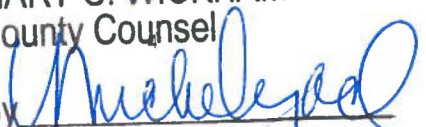
Signature: \_\_\_\_\_

Typed Name: Kathryn Barger

Title: Chair, Board of Supervisors

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy

January 21, 2020

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR  
2019 HOMELAND SECURITY GRANT PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval to execute the attached Resolution and authorize the Sheriff of Los Angeles County (County) to accept and execute a grant award in an amount up to \$2,887,500 from the California Governor's Office of Emergency Services (Cal OES) for the Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP). The HSGP is funded using the Federal Department of Homeland Security funds, Catalog of Federal Domestic Assistance (CFDA) Number 97.067, passing through Cal OES. The grant will fund the Regional Threat Assessment Center Program (RTAC) for the prevention of terrorism and the enhancement of all crimes/hazards support function of the Department's Joint Regional Intelligent Center (JRIC) fusion center.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt the attached Resolution (Attachment I) that delegates authority to the Sheriff, or his designee, as an agent for the County, to execute the FY 2019 HSGP Grant Program award and take any actions necessary for the purpose of obtaining the FY 2019 HSGP federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through Cal OES, as a requirement of the grant application process.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Grant Award Notification Number 2019-0035, Cal OES ID Number 037-91034 in the amount of \$2,887,500 with no required match by Cal OES for the FY 2019 HSGP Federal grant funds, CFDA Number 97.067, as distributed through Cal OES, for the grant period from September 1, 2019, to May 31, 2022.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all future amendments, modifications, extensions, augmentations, and reimbursement requests necessary to effectuate the FY 2019 HSGP.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute funding agreements with various outside law enforcement agencies, including, but not limited to, the Los Angeles County District Attorney's Office (LADA), Los Angeles Police Department (LAPD), California Highway Patrol (CHP), and the State of California Department of Justice (DOJ) for reimbursement of FY 2019 HSGP funds, and to execute, as necessary, all future amendments, modifications, extensions, and augmentations to such funding agreements.
5. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the RTAC Program in future FYs, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

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

The Department of Homeland Security (DHS) has released FY 2019 HSGP funding through Cal OES to enhance the capacity of the state and local agencies to respond to acts of terrorism, as well as natural disasters. This grant award is specifically designed for the JRIC fusion center and is managed by the Department. The grant provides funding to the County for JRIC for planning, equipment, training, organization, program management and administration for terrorism prevention, preparedness, and response personnel.

The adopted Board letter dated February 19, 2019, delegated authority to the Sheriff to apply and submit a grant application to Cal OES for the RTAC Program in FYs years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

The Department submitted the 2019 HSGP Financial Management Form Workbook with JRIC projects and funding on May 7, 2019. The additional application documents are due on December 9, 2019; however, the Department received the Notification of Subrecipient Award Approval in the amount of \$2,887,500 on September 26, 2019. The

Department requests delegated authority for the Sheriff, or his designee, to accept this award for a total amount not to exceed \$2,887,500.

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

The County Strategic Plan suggests the provision of Strategy Plan III.4.1 - Engage and Share Information with our customers, communities, and partners. JRIC is an information sharing program that collects and pushes data and information to internal and external customers, communities, and partners to enable informed decision making and to support partnerships for the protection of our communities.

### **FISCAL IMPACT/FINANCING**

This will be the eighth year the Department will receive direct funding for the RTAC Program. Previous funding for the RTAC Program was received by the County through the Chief Executive Office as part of the general HSGP.

The grant funds in the amount of \$2,887,500 will be used by the JRIC for Salaries and Employee Benefits (\$51,000 – overtime only), Services and Supplies (\$2,752,679 – training, contracts, information technology, and planning), and Other Charges (\$83,821 – participating agencies).

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

Cal OES has provided the Department with specific guidelines for the administration, management, and utilization of HSGP funds. These guidelines detail all activities and expenditures that are eligible for reimbursement under the HSGP.

Cal OES requires that the attached Resolution (Attachment I) be adopted by the Board as evidence that certain County personnel have the authority to execute, on behalf of the County, the grant award and all other necessary actions needed for the purpose of obtaining FY 2019 HSGP funding. Attachment I designates the Sheriff, the Undersheriff, the Director of Financial Programs Bureau, the Captain of Emergency Operations Bureau, the Project Director and the Assistant Project Director of the HSGP as authorized signatories to the FY 2019 HSGP documents.

The Sheriff requests delegated authority to execute funding agreements with outside law enforcement agencies, including, but not limited to, the LADA, LAPD, CHP, and the DOJ, for reimbursement of FY 2019 HSGP funds, for services rendered for JRIC, and to execute, as necessary, all future amendments, modifications, extensions, and augmentations to such funding agreements.

The Honorable Board of Supervisors  
January 21, 2020  
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The attached Resolution has been approved as to form by County Counsel.

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

The FY 2019 HSGP funding will have a positive impact on current services by improving and enhancing the County's ability to mitigate all threats and incidents of terrorism.

**CONCLUSION**

Upon Board approval, please return two adopted copies of this Board letter and two original signed Resolutions to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY MURAKAMI  
UNDERSHERIFF

AV:AS:as  
(Financial Programs Bureau/Grants Unit)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Sachi A. Hamai, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, 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)  
Glen C. Joe, Assistant Division Director, ASD  
Richard F. Martinez, Director, Financial Program Bureau (FPB)  
Leonard McCray, Captain, Emergency Operations Bureau  
Karen J. Anderson, Assistant Director, FPB, Grants Unit  
Sandra L. Peetoom, Lieutenant, Emergency Operations Bureau  
Vanessa C. Chow, Sergeant, ASD  
Elida D. Rodriguez, Administrative Service Manager III, FPB Grants Unit  
Adam R. Wright, Deputy, ASD  
Colleen A. Murphy, Grants Supervisor, FPB, Grants Unit  
Aelena T. Stanfield, Grants Analyst, FPB, Grants Unit  
(Grants – JRIC-RTAC Homeland Security Program 01-21-20)

**Los Angeles County Chief Executive Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

**Department:** LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**Grant Project Title and Description:** 2019 Homeland Security Grant Program

The grant provides funding for the prevention of terrorism and enhancing the all crimes/all hazards support function of the Joint Regional Intelligence Center (JRIC) fusion center.

**Funding Agency**

United States Department of  
Homeland Security, Federal  
Emergency Management Agency

**Program (Fed. Grant # /State Bill or Code #)**

Subaward #2019-0035

**Grant Acceptance Deadline**

Upon Board Acceptance

**Total Amount of Grant Funding:** \$2,887,500

**Grant Period:** 36 Months

**Begin Date:** September 1, 2019

**County Match:** \$0

**End Date:** May 31, 2019

**Number of Personnel Hired Under This Grant:** 0

**Full Time:** 0 **Part Time:** 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 \_\_\_ No n/a

Will all personnel hired for this program be placed on temporary ("N") items? Yes \_\_\_ No n/a

Is the County obligated to continue this program after the grant expires? Yes \_\_\_ No X

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 X

b). Identify other revenue sources Yes \_\_\_ No X  
(Describe) Grant funds

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No \_\_\_

**Impact of additional personnel on existing space:** N/A.

**Other requirements not mentioned above:** None

**Department Head Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Governing Body Resolution  
Fiscal Year 2019 Homeland Security Grant Program

*BE IT RESOLVED* by the Board of Supervisors of the County of Los Angeles that

Sheriff of Los Angeles County OR

Undersheriff of Los Angeles Sheriff Department OR

Director of Financial Programs Bureau, LASD OR

Captain of Emergency Operations Bureau, RTAC Program OR

Project Director of the HSGP, RTAC Program OR

Assistant Project Director of the HSGP, RTAC Program

is hereby authorized to execute for and on behalf of the County of Los Angeles, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

The foregoing Governing Body Resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA  
Executive Officer-Clerk  
of the Board of Supervisors of  
the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By:   
Principal Deputy County Counsel



September 26, 2019

Alex Villanueva  
Sheriff  
Los Angeles County Sheriff's Department  
211 West Temple Street, 8th Floor  
Los Angeles, CA 90012-3205

SUBJECT: **NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
Joint Regional Intelligence Center  
Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP)  
Subaward #2019-0035, Cal OES ID#037-91034  
Subaward Period of Performance: 09/01/2019-05/31/2022

Dear Sheriff Villanueva:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 HSGP subaward in the amount of \$2,887,500. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to 2 CFR §§ 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in Title 2, Code of Federal Regulations (CFR), Part 200, including the Notice of Funding Opportunities (NOFO), the Preparedness Grants Manual, California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



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

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Special Condition is placed on this subaward for any funds passed-through to any Los Angeles County governmental entity. Additional information specifying the conditions will be sent at a later time.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI  
Director



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



**TERRI L. McDONALD**  
Chief Probation Officer

January 21, 2020

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

Dear Supervisors:

## **APPROVAL OF A CONTRACT WITH INTERQUEST DETECTION CANINES TO PROVIDE CANINE CONTRABAND DETECTION SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**(ALL SUPERVISORIALS DISTRICTS) (3 VOTES)**

### **SUBJECT**

The County of Los Angeles Probation Department (Probation) is requesting approval of a Contract with Interquest Detection Canines to provide canine contraband detection services.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached Contract (Attachment) with Interquest Detection Canines to provide canine contraband detection services for a one (1) year period commencing March 1, 2020 through February 28, 2021, for an estimated annual amount of \$100,000.
2. Delegate authority to the Chief Probation Officer or her designee to prepare and execute contract modifications to extend the contract term for up to six (6) additional one (1) year periods for an estimated annual amount of \$100,000, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or her designee to prepare and execute modifications to the Contract for any decrease or increase not to exceed ten (10%) percent of the fixed rates and one hundred eighty (180) days to the period of performance pursuant to the terms of the Contract and upon approval as to form by County Counsel.

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

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

The purpose of the recommended actions is to obtain approval of a Contract (Attachment) with Interquest Detection Canines to provide canine contraband detection services to Probation. The services will assist in the elimination of narcotics and associated contraband in the juvenile halls, residential treatment facilities and a secured placement facility (juvenile detention facilities). The canine searches will be scheduled, and unscheduled, and include a rapid response option.

It is Probation's policy to ensure a drug-free workplace by eliminating unauthorized controlled substances within its juvenile detention facilities and by detecting and eliminating the transportation of unauthorized controlled substances and other associated contraband into its juvenile detention facilities. The presence of a narcotic detecting canine will aid in the elimination of narcotics and other associated contraband from the juvenile detention facilities and discourage individuals from attempting to carry narcotics into the juvenile detention facilities.

#### **IMPLEMENTATION OF STRTEGIC 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.3: Reform Service Delivery Within Our Justice Systems.

#### **FINANCIAL IMPACT/FINANCING:**

The estimated annual cost of the Contract is \$100,000. The Contract is fully funded by net County cost (NCC) and is included in Probation's Adopted FY 2019-20 Budget.

#### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:**

The term of the Contract shall be effective March 1, 2020 through February 28, 2021 for a one-year term with the option to extend for six (6) additional one (1) year periods. This is an as-needed specialized service and therefore, this is not a Proposition A Contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

The Contract contains the Board's required Contract provisions including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for

employment openings and compliance with Jury Services Ordinance, Safely Surrendered Baby Law and the Child Support Program.

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

**CONTRACTING PROCESS:**

A comprehensive Request for Proposals (RFP) process was conducted. Probation released an RFP for Canine Contraband Detection Services on June 20, 2019. As part of the competitive solicitation process, thirty-five (35) letters were sent to service providers and advertisements were placed in the Los Angeles Times and the Lynwood Journal. The solicitation information along with the RFP was also made available through the Internet on the County of Los Angeles Internal Services Department and the Probation websites. As a result of the solicitation process, one (1) potential provider attended the Mandatory Proposer's Conference.

An evaluation committee was formed to evaluate the proposal that was submitted in response to this solicitation. Financial subject-matter experts assessed the Proposer's financial viability to perform the work. The proposer, Interquest Detection Canines, was rated for being responsive to the RFP, and is being recommended for contract award.

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

Approval of the recommended actions will enable Probation to continue to detect and deter contraband from entering its juvenile detention facilities.

Respectfully submitted,

TERRI McDONALD  
Chief Probation Officer

TH:YT:jl

Enclosure

c:     Executive Officer  
       Chief Executive Officer  
       County Counsel



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**INTERQUEST DETECTION CANINES**

**FOR**

**CANINE CONTRABAND DETECTION SERVICES**

**MARCH 1, 2020 – FEBRUARY 28, 2021**

**CONTRACT PROVISIONS  
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S	Contract Discrepancy Report.....
T	Confidentiality of CORI Information.....
U	Performance Requirements Summary (PRS) Chart.....
V	List of Facilities and Size.....
W	Substances Detected .....

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
INTERQUEST DETECTION CANINES  
FOR  
CANINE CONTRABAND DETECTION SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, hereinafter referred to as County and Interquest Detection Canines, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department may Contract with private businesses for canine contraband detection services (Canine Contraband Detection Services) when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Canine Contraband Detection Services; and

**WHEREAS**, the County through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000.

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

**1 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, B, D, E, F, G, G1, G2, G3, H, I, P, R, S, T, U, V, and W are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

## **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Employee's Acknowledgment of Employer
- Exhibit G1 - Contractor Acknowledgment and Confidentiality Agreement
- Exhibit G2 - Contractor Employee Acknowledgment and Confidentiality Agreement
- Exhibit G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
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- 1.15 Exhibit O - Intentionally Omitted
- 1.16 Exhibit P - Background Request Forms
- 1.17 Exhibit Q - Intentionally Omitted
- 1.18 Exhibit R - Defaulted Property Tax Reduction Program/Form
- 1.19 Exhibit S - Contract Discrepancy Report
- 1.20 Exhibit T - Confidentiality of CORI Information
- 1.21 Exhibit U - Performance Requirements Summary (PRS) Chart
- 1.22 Exhibit V - List of Facilities and Size
- 1.23 Exhibit W - Substances Detected

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

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision

thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.
- 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.

2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing March 1, 2020 through February 28, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

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

- 4.3 The Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the

Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

5.1.1 The Contract fee under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The annual Contract sum, inclusive of all applicable taxes, is estimated at **\$100,000** for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

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

### **5.2 Written Approval for Reimbursement**

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

### **5.3 Notification of 75% of Total Contract Sum**

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

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

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

#### **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (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 County by the 15<sup>th</sup> calendar day of the month following the month of service.

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

**Detention Services Bureau Consultant  
County of Los Angeles Probation Department  
9150 East Imperial Highway Room P-73  
Downey, CA 90242**

#### **5.5.6 County Approval of Invoices**

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

#### **5.5.7 Intentionally Omitted**

### **5.6 Intentionally Omitted**

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Contract Manager**

- 6.2.1 The role of the County's Contract Manager may include:
  - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Program Manager**

- 6.3.1 The role of the County's Program Manager is authorized to include:
  - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
  - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

#### **6.4 County's Contract Monitor**

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

### **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor Administration**

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

#### **7.2 Contractor's Staff**

- 7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

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

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

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

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

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

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

areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine (\$49.00) dollars per record check, which is subject to change by the State.

## **7.6 Confidentiality**

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

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
  - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
  - 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)
  - 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall

be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

**7.6.4 Confidentiality of Adult and Juvenile Records**

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

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

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

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

**8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive

Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

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

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

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

applicable provisions of this Contract.

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

### **8.3 Authorization Warranty**

- 8.3.1 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**

- 8.4.1 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 the County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

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

## **8.5.2 Complaint Procedures**

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

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

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

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

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is

attached as Exhibit H (Jury Duty Ordinance) and incorporated by reference into and made a part of this Contract.

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

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 8.8.2.4 The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts

that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

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

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

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

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the

County's policy to conduct business only with responsible Contractors.

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

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

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

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

#### **8.12.4 Contractor Hearing Board**

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

These terms shall also apply to subcontractors of the County Contractors.

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

8.13.1 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 Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

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

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

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

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

## **8.17 Employment Eligibility Verification**

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

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

## **8.18 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 Paragraph 8.1 (Amendments) 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**

8.19.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for

work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the

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

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

## **8.23 Indemnification**

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

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

- 8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for All Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum

insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to County**

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

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

**Joanne Lee, Contract Analyst**  
**Los Angeles County Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
**E-mail address: [Joanne.Lee@probation.lacounty.gov](mailto:Joanne.Lee@probation.lacounty.gov)**  
**Fax #: (562) 658-2307**

- 8.24.2.6 The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

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

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

#### **8.24.8 Waivers of Subrogation**

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

County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the County with each subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and the Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

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

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

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

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

### **8.25 Insurance Coverage**

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

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

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

8.25.4.1 **Intentionally Omitted**

8.25.4.2 **Intentionally Omitted**

8.25.4.3 **Intentionally Omitted**

8.25.4.4 **Intentionally Omitted**

8.25.4.5 **Intentionally Omitted**

8.25.4.6 **Intentionally Omitted**

8.25.4.7 **Intentionally Omitted**

**8.26 Liquidated Damages**

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

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the

Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit U (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or

services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to

verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program

Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

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

8.32.1 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**

8.33.1 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**

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

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

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

## **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 Publicity**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent

of the County's Program Manager. The County shall not unreasonably withhold written consent.

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

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

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

#### **8.38.5 Intentionally Omitted**

### **8.39 Recycled Bond Paper**

8.39.1 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

### **8.40 Subcontracting**

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

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

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

**Joanne Lee, Contract Analyst  
Los Angeles County Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**E-mail address: [Joanne.Lee@probation.lacounty.gov](mailto:Joanne.Lee@probation.lacounty.gov)**

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

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

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

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

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

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

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

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

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

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

- 8.43.1.1 The Contractor has materially breached this Contract; or
  - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in

this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

- 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

#### **8.48 Validity**

- 8.48.1 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**

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

#### **8.50 Warranty Against Contingent Fees**

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

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

- 8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will

maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

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

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

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

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

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

**8.55 Intentionally Omitted**

**8.56 Compliance with Fair Chance Employment Practices**

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

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

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

**9 UNIQUE TERMS AND CONDITIONS**

**9.1 Intentionally Omitted**

**9.2 Intentionally Omitted**

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

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

COUNTY OF LOS ANGELES

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

ATTEST:

CELIA ZAVALA,  
Executive Officer  
of the Board of Supervisors

By: \_\_\_\_\_

INTERQUEST DETECTION CANINES

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Nancy M. Takade  
PRINCIPAL DEPUTY COUNTY COUNSEL

## **APPENDIX A**

### **RFP STATEMENT OF WORK**

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

### **1.0 SCOPE OF WORK**

- 1.1 The Contractor shall provide qualified Canine Contraband Detection Services to Probation facilities located throughout the County of Los Angeles. Current Probation facilities are listed in Exhibit V (List of Facilities and Size). Additional facilities may be added or deleted during the term of this Contract based on the needs of the County.
- 1.2 The Contractor shall provide a canine contraband detection program utilizing contraband detection canines. The program shall be cost-effective and be a deterrent for those who may attempt to transport, possess, or distribute unauthorized controlled substances within juvenile detention facilities.
- 1.3 The Contractor shall provide Canine Contraband Detection Services tailored to the needs of the juvenile halls, residential treatment facilities, and secure placements, in an unobtrusive and yet highly visible manner utilizing “passive alert” canines.
- 1.4 The Contractor shall provide services during any activity conducted by Probation at the detection facilities.
- 1.5 The Contractor’s staff will be responsible for compiling service information and working and communicating with the County staff.
- 1.6 The Contractor shall provide its own tools, vehicles, and equipment to perform the services under this Contract.

### **2.0 SPECIFIC TASKS**

- 2.1 The Contractor shall provide the County with a procedural guide that thoroughly describes the steps for the County to make a service request. Any changes to procedure will be made by mutual agreement and in writing.
- 2.2 The Contractor shall provide the Canine Contraband Detection Services to the County in accordance with the specifications, terms, and conditions set forth in Section 1.0 above, Scope of Work.
- 2.3 The Contractor shall keep all assignment-related information strictly confidential.

- 2.4 The Contractor shall ensure that all canine handlers and all canines assigned to this Contract hold a minimum of one (1) of the following certificates and that the certification is valid and current:
- 2.4.1 United States Detection Dog Association (USADDA).
  - 2.4.2 The American Detection Canine Association (ADCA).
  - 2.4.3 The International Police Work Dog Association (IPWDA).
  - 2.4.4 National Narcotic Detector Dog Association (NNDDA).
- 2.5 The Contractor shall keep certificates on file and have them immediately available for the County inspection upon request.
- 2.6 The Contractor shall provide all canines on this Contract with the proper vaccinations and shall provide veterinary records immediately upon County request.
- 2.7 The Contractor shall provide only passive alert canines for this Contract. The Contractor shall not use any canine that has been trained/cross-trained as an active alert or as a bite dog.
- 2.8 The Contractor shall provide scheduled searches as arranged by the County's Program Manager. Monthly schedule shall be issued by the twenty-fifth (25<sup>th</sup>) day of the previous month. The County anticipates that this type of response will be needed approximately 97% of the total amount of requested services.
- 2.9 The Contractor shall provide unscheduled searches with twenty-four (24) hour prior notice. Unscheduled searches shall be minimum guarantee of two (2) hours. The County anticipates that this type of response will be needed approximately 2% of the total amount of requested services.
- 2.10 The Contractor shall provide Rapid Response emergency services, within two (2) hours of notification, as requested. The County anticipates that this type of response will be needed approximately 1% of the total amount of requested services.
- 2.11 The Contractor shall search for various substances, including but not limited to, those substances listed in Exhibit W.
- 2.12 The Contractor shall be responsible for the proper collection and disposal of all canine waste.

- 2.13 The Contractor shall report to the Facility Manager on duty and the Officer of the Day upon arrival.
- 2.14 The Contractor shall be escorted within the facility and during search operations by the facility Director or Designee (Facility Escort). Areas that may be searched include but are not limited to:
- Administration Building
  - Minor living areas
  - Laundry Room
  - Quartermaster's Office (clothing storage area)
  - Supply closets
  - School Buildings – all classrooms and restrooms in the school areas, including all janitorial closets, library, assessment center, hallways, and gymnasiums
  - Gymnasium (including rooms therein)
  - Restrooms and portable toilets
  - Trash bins, trash cans and wastebaskets
  - Day room and lounge areas
  - Dining/Building Hallways and Kitchen and rooms therein
  - Food storage areas and rooms, including freezers
  - Janitorial storage areas
  - Tool storage areas
  - Personals or miscellaneous storage room
  - Earthquake supply areas
  - Behavior Modification Store
  - Vehicles used to transport minors
  - Parking lots, Recreational areas and all facility grounds
  - Pantry Area
  - Breezeways
  - Utility Rooms
  - Minors Lockers (cubby areas)
  - Shower Areas
  - Linen Closet
  - Chapel (All areas inside the chapel, outside perimeter, restrooms and sitting area (Pews))
  - Visiting Areas
  - Warehouse
  - Infirmary (nurse office)
  - Line of visitors waiting to enter the facility
  - Visiting areas
  - Perimeter, parking area and grounds near visiting area

- 2.15 The Contractor shall have experience and knowledge of the inherent dangers and necessary safety precautions associated with narcotics/contraband detection.
- 2.16 The Contractor shall immediately notify the County of any aggressive behavior exhibited by any canine while performing services under this Contract. A complete written report including, but not limited to, the date, time, location of incident, behavior exhibited, witness injuries (or lack of), and corrective action taken shall be submitted to the County's Program Manager within four (4) hours for incidents involving injuries and within twenty-four (24) hours for incidents not involving injuries.
- 2.17 Within forty-eight (48) hours the Contractor shall report to the County, incidents of any aggressive behavior exhibited by any canine assigned to this Contract while not on the County property or performing services under this Contract. The report shall include, but not limited to, date, time, location of incident, behavior exhibited, witness, injuries (or lack of), and corrective action taken.

**2.18 Notice of Delay**

If the Contractor becomes aware of any circumstances that reasonably may cause any significant delay by the Contractor or the County in the performance of their respective obligations hereunder, then the Contractor shall promptly notify the County's Contract Manager verbally of such circumstance. A written report shall be provided to the County's Contract Manager within five (5) days. This report shall contain all pertinent facts known to the Contractor pertaining to the delay.

**2.19 Self-Monitoring Reports**

The Contractor shall prepare monthly reports of compliance with the Statement of Work and submit such to the County's Program Manager by the 10<sup>th</sup> working day of the following month. Report format and content is subject to the County review and final approval.

**2.20 Days of Operation**

The Contractor shall have the ability to provide canine contraband detection services at Juvenile Halls, Camps and Secured Placement Facility upon request of the Probation Department on weekdays, weeknights, weekend days, and weekend nights, including holidays:

2.20.1 Weekdays shall be defined as:

Monday through Friday 6:00 a.m. to 8:00 p.m., daily

2.20.2 Weeknights shall be defined as:

Monday through Friday 8:01 p.m. to 5:59 a.m., daily

2.20.3 Weekend days shall be defined as:

Saturday and Sunday 6:00 a.m. to 8:00 p.m., daily

2.20.4 Weekend nights shall be defined as:

Saturday and Sunday 8:01 p.m. to 5:59 a.m., daily.

### **3.0 QUALITY CONTROL**

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to the County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of records and information while in the care of the Contractor's employees.
- 3.6 The methods to maintain security of records and prevent the loss or destruction of data

## **4.0 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 performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

### **4.1 Performance Evaluation Meetings**

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

### **4.4 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program

Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

#### **4.5 County Observations**

In addition to departmental contracting staff, other County 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.

### **5.0 DEFINITIONS**

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m., not including any County holidays.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.4 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.
- 5.5 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.8 County's Program Manager – Person designated by the County to manage the operations under this Contract.

- 5.9 Facility Escort: - An individual assigned by the facility director at the level of supervisor or above whose sole responsibility shall be to escort the Contractor and perform those functions related to the search and any contraband seized.
- 5.10 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.11 Nighttime – Shall mean 8:01 p.m. to 5:59 a.m.
- 5.12 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.13 Quality Assurance Plan (Surveillance Plan) - The plan developed by the Probation Department, specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.14 Quality Control Plan – All necessary measures taken by the Contractor(s) to assure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.15 Random Sample – A sampling method where each item in a lot has an equal chance of selection.
- 5.16 Rapid Response Searches - The term Rapid Response shall mean services that are performed within two (2) hours of notification. The County estimates that this type of service will be requested approximately 1% of the services used.
- 5.17 Scheduled Searches: - Services that are pre-scheduled and requested with advance notification.
- 5.18 Subcontractor – Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with the Contract – Paragraph 8.40 “Subcontracting”.
- 5.19 Unscheduled Searches: - Services that are not pre-scheduled and are requested with a minimum twenty-four (24) hour advance notification. The County estimates that this type of service will be requested approximately 2% of the services used.

## **6.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **6.1 Personnel**

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

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

#### **6.2 Intentionally Omitted**

### **CONTRACTOR**

#### **6.3 Project Director**

- 6.3.1 The Contractor shall provide its own full time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding the County holidays. The Project Director shall provide management and coordination of this Contract, and shall act as the sole contact person with the County.
- 6.3.2 When the Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have a minimum of three (3) years experience within the last five (5) years in the management and operation of canine contraband detection services or similar scope.

- 6.3.4 The Project Director shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak, and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.

#### **6.4 Personnel**

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Exhibit T (Confidentiality of CORI Information).
- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.4 The County has the exclusive right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the exclusive right to have the County's Program Manager or designated agent, interview any or all prospective employees of the Contractor.

6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.

6.4.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.

6.4.8 The Contractor shall have alternate staff that successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Contract trained and approved to instruct program participants in the required curriculum.

6.4.9 The Contractor shall not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

#### **6.5 Intentionally Omitted**

#### **6.6 Materials and Equipment**

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

#### **6.7 Intentionally Omitted**

#### **6.8 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. P.T, 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. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

### **7.0 HOURS/DAYS OF WORK**

The Contractor shall be available to report to various locations throughout the County on a twenty-four (24) hour daily basis as set forth in Section 2.20, Days of Operation. The Contractor may also be required to provide services on weekends and on the County recognized holidays. The County will provide a list of the County holidays to the Contractor upon request.

## **8.0 INTENTIONALLY OMITTED**

## **9.0 UNSCHEDULED WORK**

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

## **10.0 INTENTIONALLY OMITTED**

## **11.0 GREEN INITIATIVES**

11.1 The Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 The Contractor shall notify County’s Project Manager of the Contractor’s new green initiatives prior to the Contract commencement.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

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

12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor’s performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor’s monthly payment as determined by the County.

12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:

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

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

12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.

12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract, and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**BARRY J. NIDORF JUVENILE HALL**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**CENTRAL JUVENILE HALL**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**CHALLENGER MEMORIAL YOUTH CENTER (Camp Ronald McNair or Resnik)**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**DOROTHY KIRBY CENTER**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**CAMP GLENN ROCKEY**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**CAMP JOSEPH SCOTT**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**CAMP VERNON KILPATRICK**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**PRICING SHEET  
CANINE CONTRABAND DETECTION SERVICES**

The undersigned offers to provide all labor and supplies necessary to provide Canine Contraband Detection Services as set forth in this Contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter fixed rates.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the Contract specifications for the following submitted compensation.

**CAMP JOSEPH PAIGE OR CLINTON B. AFFLERBAUGH**

<b>Scheduled Searches (daytime only): (Estimated 97% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Unscheduled Searches (daytime only; 24 hours prior notice): (Estimated 2% of services used)</b>	
Weekday: <u>\$365.00</u>	Weekend: <u>\$365.00</u>
<b>Rapid Response Searches (2 hours prior notice): (Estimated 1% of services used)</b>	
<b>Daytime</b>	<b>Nighttime</b>
Weekday: <u>\$365.00</u>	Weekday: <u>\$365.00</u>
Weekend: <u>\$365.00</u>	Weekend: <u>\$365.00</u>

**INTENTIONALLY OMITTED**

**CONTRACTOR'S EEO CERTIFICATION**

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Company Name

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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 Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

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Signature

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Date

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Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

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**CONTRACT NO.****COUNTY'S CONTRACT MANAGER:**

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

**COUNTY'S PROGRAM MANAGER:**

Name: Jose Villar  
Title: Probation Director  
Address: 9150 East Imperial Highway  
Downey, CA 90242  
Telephone: 562-940-3119  
E-Mail Address: Jose.Villar@probation.lacounty.gov

**COUNTY'S CONTRACT ANALYST:**

Name: Joanne Lee  
Title: Contract Analyst  
Address: 9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Telephone: 562-658-4319  
Facsimile: 562-658-2307  
E-Mail Address: Joanne.Lee@probation.lacounty.gov

**COUNTY'S CONTRACT MONITOR:**

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

## CONTRACTOR'S ADMINISTRATION

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**CONTRACTOR'S NAME**

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

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

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

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

Print

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

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

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

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

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

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

# *Safely* Surrendered



No shame. No blame. No names.

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

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



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

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



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



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

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

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

[www.babysafela.org](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.



**INTENTIONALLY OMITTED**



COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU  
9150 East Imperial Highway  
Downey, CA 90242  
**BACKGROUND REQUEST FORM**  
Email Form to: [Vivian.Gonzalez@probation.lacounty.gov](mailto:Vivian.Gonzalez@probation.lacounty.gov)



Requesting Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
City and Zip Code: \_\_\_\_\_  
Agency Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
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, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: CA Driver's License or Identification Card)

**CONTRACT BACKGROUND  
APPLICATION**

BTS# \_\_\_\_\_

CONTRACTOR NAME \_\_\_\_\_

POSITION \_\_\_\_\_

1. LAST NAME	FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number			City and Zip Code
4. Since (date)	5. Email Address		6. Telephone
7. Date Residence Established in California and L.A. County			8. BIRTHDATE
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)			10. Expiration Date

11.	Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15 <sup>th</sup> birthday? (Include any current investigations or pending charges).	yes _____	No _____
12.	Do you have any felony convictions within the past ten (10) years?	Yes _____	No _____
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes _____	No _____
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes _____	No _____
15.	Do you have any convictions relating to the use of weapons?	Yes _____	No _____
16.	Do you have any convictions or admissions for theft?	Yes _____	No _____
17.	Do you have any convictions or admissions for falsification of public records, including employment records?	Yes _____	No _____
18.	Have you ever been convicted for crimes against property within the past two (2) years?	Yes _____	No _____
19.	Have you ever been convicted for any sex crimes?	Yes _____	No _____
20.	Have you ever been convicted for crimes against children?	Yes _____	No _____
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes _____	No _____
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes _____	No _____
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more than one [1] in the past five [5] years?	Yes _____	No _____
24.	Do you have any outstanding failures to appear?	Yes _____	No _____
25.	Have you been convicted for any hit and run accidents within the past five (5) years?	Yes _____	No _____

If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list


27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.


28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

29. Check the work function that best describes the type of work you will perform.

☐ **Work Function #1**

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

☐ **Work Function #2**

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

☐ **Work Function #3**

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

☐ **Work Function #4**

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.)

☐ **Work Function #5**

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

☐ **Work Function #6**

Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

☐ **Work Function #7**

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.)

REVIEWED BY -

SIGNATURE

TITLE

DEPARTMENT

DATE

**PLEASE TYPEWRITE OR PRINT IN BLACK INK**

L: Bdg\Forms\Contract Emp Info.doc

Revised 7/2009

**INTENTIONALLY OMITTED**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**2.206.030 Applicability.**

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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**2.206.040 Required solicitation and contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

**2.206.060 Exclusions/Exemptions.**

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

Title 2 ADMINISTRATION  
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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 4

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

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

Page 4 of 4

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

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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 DISCREPANCY REPORT

**TO:**

**FROM:**

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

**CONTRACTOR NOTIFIED OF ACTION:**

\_\_\_\_\_  
County Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative's Signature

\_\_\_\_\_  
Date

## CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

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

**PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART**

Page 1 of 2

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWED DEVIATION (AQLS)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS</b>
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	4%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> <li>- Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	4%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified
Confidentiality, compliance with Section 2.3 (Specific Tasks) of Exhibit A (Statement of Work)	The Contractor shall keep all assignment-related information strictly confidential.	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$1,000 per occurrence
Certification of Handlers/Canines, compliance with Section 2.4 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random Samplings</li> </ul>	\$100 per day until rectified
Vaccinations/Veterinary Records, compliance with Section 2.6 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$250 per occurrence
Cross-trained Canines, compliance with Section 2.7 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$1,000 per occurrence
Scheduled Searches, compliance with Section 2.8 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$50 per occurrence
Unscheduled Searches, compliance with Section 2.9 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Rapid Response Searches, compliance with Section 2.10 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random Samplings</li> </ul>	Up to \$150 per occurrence

**PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART**

Page 2 of 2

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWED DEVIATION (AQLS)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS</b>
Canine Waste Collection/disposal, compliance with Section 2.12 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random Samplings</li> </ul>	Up to \$25 per occurrence
Canine Aggressive Behavior (off County Property), compliance with Section 2.17 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random Samplings</li> </ul>	Up to \$25 per occurrence
The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this Contract shall be fingerprinted prior to providing services pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
The Contractor shall reimburse the County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
The Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from the Contractor Reports</li> </ul>	\$100 per day until rectified

## LIST OF FACILITIES AND SIZE

FACILITIES	ADDRESS	GROSS SQUARE FEET	NET SQUARE FEET	ACRES
<b>HALLS</b>				
Barry J. Nidorf Juvenile Hall	16350 Filbert Street Sylmar, CA 91342	260,000	159,000	28
Central Juvenile Hall	1605 Eastlake Avenue Los Angeles, ca 90033	463,000	179,000	27
<b>CAMPS</b>				
CHALLENGER MEMORIAL CAMPS	5300 West Avenue I Lancaster, CA 93536	225,000	184,625	<b>These two Camps sit on a 65 Acre site (Challenger Memorial Camps)</b>
Camp Ronald Mc Nair				
Camp Resnik				
Dorothy Kirby Center	1500 South McDonnell Avenue Los Angeles, CA 90022	77,143	47,296	3
Camp Glenn Rockey	1900 N. Sycamore Canyon Road San Dimas, CA 91773	55,408	31,505	35
Camp Joseph Scott	28700 N. Bouquet Canyon Road Saugus, CA 91350	36,612	27,650	70
Camp Vernon Kilpatrick	427 S. Encinal Canyon Road Malibu, CA 90265	48,682	36,655	231
Camp Joseph Paige	6601 N. Stephens Ranch Road La Verne, CA 91750	24,339	17,907	<b>Both Camps sit on 47-Acre site</b>
Camp Clinton B. Afflerbaugh		46,983	34,720	

\*Additional facilities may be added or deleted during the term of this Contract based on the needs of the County.

## SUBSTANCES DETECTED

The following is a list of various narcotics/contraband. Please indicate by checking the appropriate box below if your canine detection program provides these services:

			Yes	No
1	Amphetamines	Meth, Crystal		
2	Methylenedioxymethamphetamine	Ecstasy		
3	Cocaine	Crack		
4	Delta 9-Tetrahydrocannabinol	Marijuana, Pot, Hashish		
5	Heroin	Horse		
6	Phencyclidine	PCP, Angel Dust		
7	Opiates	Morphine, Opium		
8	Lysergic Acid Diethylamide	LSD		
9	Frequently abused Prescription Medications	Vicodin, OxyContin		
10	Lighter Fluids			

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 Signature

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 Date

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 Name and Title of Signer



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

January 21, 2020

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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE AND ACCEPT GRANT FUNDING FROM THE CALIFORNIA STATE DEPARTMENT OF INSURANCE FOR THE LIFE AND ANNUITY CONSUMER PROTECTION PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR (FY) 2019-20 (ALL DISTRICTS) (4-VOTES)**

**SUBJECT**

This Board Letter requests authority for the District Attorney's Office to complete and accept grant funding from the California Department of Insurance (CDI) for the Life and Annuity Consumer Protection Program (LACPP) for Fiscal Year 2019-20. Therefore, we are requesting the Chair to sign the required Resolution as required by the grantor. In addition, approval of the Appropriation Adjustment is requested.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete and accept grant funding from CDI for the LACPP in the amount of \$127,000, which partially offsets the program cost for the period of July 1, 2019 through June 30, 2020.
2. Adopt the attached Resolution authorizing the DA to complete and accept grant funding and, as an agent for the County, to accept and execute a grant award agreement from CDI. This also includes authorization to approve any extensions or amendments to the grant award that do not affect net County cost.
3. Approve the attached Appropriation Adjustment in order to align the District Attorney's budget with the grant award.

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

The purpose of the recommended action is to continue the DA's commitment to assist and protect consumers of life insurance and annuity products in the State of California, by both the CDI and local district attorneys.

The CDI has invited the DA's Office to participate in the application process for the LACPP grant to enhance the prosecution of life and annuity financial abuse. The District Attorney's Office will use available funding to target the prosecution of cases involving annuity and life insurance fraud, including cases involving elderly victims.

An executed Resolution is required by CDI as part of the grant application.

### **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, as well as Goal No. 3, Realize Tomorrow's Government Today.

### **FISCAL IMPACT/FINANCING**

CDI has awarded the DA's Office grant funding in the amount of \$127,000 for the LACPP, which partially offsets the program cost. Funding is included in the DA's Fiscal Year 2019-20 budget.

Approval of the attached Appropriation Adjustment in the net decrease of \$23,000 is requested to align to the District Attorney's budget with the grant award. This amount represents the difference between the FY 2019-20 grant award of \$127,000 and the \$150,000 which was included in the District Attorney'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 either 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 funds for the LACPP are generated by a \$1 fee assessed on all new individual life and annuity products sold to California residents. The fee is assessed on any life and

annuity policy issued by an insurer admitted to transact insurance in California. The LACPP allows 50% of the funds to be distributed to selected district attorneys to receive funds which will enable them to make an impact in the area of life and annuity financial abuse.

Under the direction of the Insurance Commissioner, the CDI administers the LACPP and distribution of funds to district attorneys for the investigation and prosecution of life insurance and annuity financial abuse by insurance licensees, or persons holding themselves out to be insurance licensees, or any person purporting to be engaged in the business of insurance.

The Resolution has been approved as to form by County Counsel.

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

CDI has awarded the DA's Office grant funding and will not propose any attorney staff augmentation. Therefore, the DA's Office 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**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return three copies of the adopted Board letter and three Resolutions, with wet signatures, to Mr. Dennis Blanco, Grants and Contract Section, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Mr. Dennis Blanco at (213) 257-2746.

Respectfully submitted,

JACKIE LACEY  
District Attorney

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Attachments

The Honorable Board of Supervisors  
January 21, 2020  
Page 4

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

DRAFT



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

January 21, 2020

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE  
TO COMPLETE THE APPLICATION PROCESS FOR GRANT FUNDS  
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
FOR THE VICTIM WITNESS ASSISTANCE (VW) PROGRAM AND  
APPROVE APPROPRIATION ADJUSTMENT FOR THE PERFORMANCE PERIOD  
BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020  
(ALL DISTRICTS) (4-VOTES)**

**SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (District Attorney) to complete the grant application process for continued grant funding for the Victim Witness Assistance (VW) Program for the performance period beginning October 1, 2019 and ending September 30, 2020. The VW program with Subaward number VW19 38 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2018-V2-GX-0029 with Code of Federal Domestic Assistance (CFDA) number 16.575. State funds are made possible through the California Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, the District Attorney requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor. In addition, approval of the Appropriation Adjustment is requested.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to complete the grant application process with the California Governor's Office of Emergency

Services (Cal OES) for grant funds for the performance period beginning October 1, 2019 and ending September 30, 2020 in the amount of \$8,507,870. This amount includes VOCA 2018 federal funds of \$7,621,215 and VWA0 2019 state funds of \$886,655.

2. Authorize the District Attorney to extend the long-standing sub-grantee agreement (copy attached) with the Los Angeles City Attorney's Office (LACA) for the provision of victim services within the City. Funding for the performance period of October 1, 2019 to September 30, 2020 is as follows: District Attorney shall receive \$5,715,911 in VOCA 2018 federal funds plus \$664,991 in VWA0 2019 state funds for total funding of \$6,380,902; LACA shall receive \$1,905,304 in VOCA 2018 federal funds plus \$221,664 in VWA0 2019 state funds for total funding of \$2,126,968 (25% of the total grant award) as a contract sub-grantee. There is an obligation of \$381,061 mandated by Cal OES as a local match for this grant, the District Attorney will provide cash match services of \$285,796 to fulfill this match obligation and LACA will be responsible for \$95,265. The total cost of the VW program including the in-kind and/or cash match is \$8,888,931.
3. 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.
4. Approve the attached Appropriation Adjustment in order to align the District Attorney's budget with the grant award.
5. 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 ACTION**

The purpose of the recommended actions is to continue the commitment of the District Attorney's Bureau of Victim Services (BVS) to assist victims of crime by alleviating trauma and the devastating effects of crime on the victims themselves as well as their families.

On July 16, 2019, Cal OES released a Request for Application (RFA) for the VW program with the performance period of October 1, 2019 to September 30, 2020. The BVS is the major service provider for crime victims, their families, and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$8,507,870 in federal and state funding with a local match requirement of \$1,905,304 and an option for match waiver up to 80 percent which would reduce the required match to \$381,061, for a total program cost of \$8,888,931 to be expended by September 30, 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, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions under the VOCA.

Board authorization to complete the grant application process and to accept grant funds is requested in order to comply with County and Cal OES requirements.

### **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 \$8,507,870 with a reduced local match requirement of \$381,061, for a total program cost of \$8,888,931 for the performance period of October 1, 2019 to September 30, 2020. Of this amount the District Attorney shall receive \$5,715,911 in VOCA 2018 federal funds plus \$664,991 in VWA0 2019 state funds for total funding of \$6,380,902; LACA shall receive \$1,905,304 in VOCA 2018 federal funds plus \$221,664 in VWA0 2019 state funds for total funding of \$2,126,968 (25% of the total grant award) as a contract sub-grantee. There is an obligation of \$381,061 as a local match for this grant, and the match can either be in cash or in-kind services. The District Attorney will provide cash match services of \$285,796 to fulfill its match obligation and LACA will be responsible for \$95,265. The total cost of the VW program including the in-kind and/or cash match is \$8,888,931. There is no Net County Cost impact associated with the proposed grant award.

Approval of the attached Appropriation Adjustment in the net decrease of \$530,000 is requested to align to the District Attorney's budget with the grant award. This amount represents the difference between the pro-rated FY 2019-20 grant award of \$6,381,000 and the \$6,911,000 which was included in the District Attorney's FY 2019-20 Adopted Budget. All numbers in this paragraph have been rounded up to the nearest thousand.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by the District Attorney, or discontinued with staff attrition or reallocation to vacant budgeted

positions. Payments by the County to the City, as a contract sub-grantee, are contingent upon the availability of Federal and State funding. If the County does not receive the full amount from the Federal and State governments, the City has acknowledged that its portion of the grant will be reduced in an amount to be determined by the District Attorney.

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

The District Attorney, as the major provider of victim services, has administered the VW program through a decentralized, prosecution-based program pursuant to Penal Code section 13835.2 for over forty years. The BVS is responsible for the VW program, as well as several other programs, which provide mandatory and optional victim services throughout Los Angeles County.

The VW program is structured to meet the needs of victims and witnesses as they enter the criminal justice system, and to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, 78 Victim Services Representatives (VSRs) provide direct services to victims of all types of crimes. They also assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection, and relocation. The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services, including assistance to the families of homicide victims, victims of gang-related crimes, and child victims.

Currently, the BVS provides victim services at 48 victim service centers. The City Attorney's Victim Assistance Program operates 13 victim service centers staffed by 14 Victim Service Coordinators.

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

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office 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**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet (original) signature, to Mr. Anh Vo 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. Vo at (213) 257-2805, or at [avo@da.lacounty.gov](mailto:avo@da.lacounty.gov).

Respectfully submitted,

JACKIE LACEY  
District Attorney

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Attachments

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
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

January 21, 2020

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE  
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS  
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR  
THE UNSERVED/UNDERSERVED VICTIM ADVOCACY & OUTREACH PROGRAM  
AND APPROVE APPROPRIATION ADJUSTMENT  
FOR THE PERFORMANCE PERIOD  
BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020  
(ALL DISTRICTS) (4-VOTES)**

**SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (District Attorney) to complete the grant application process for continued grant funding for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the performance period beginning January 1, 2020 and ending December 31, 2020. The UV program with Subaward number UV19 02 0190 is supported with federal funds through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2017-VA-GX-0084 and 2018-V2-GX-0029 with Code of Federal Domestic Assistance (CFDA) number 16.575. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, the District Attorney requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor. In addition, approval of the Appropriation Adjustment is requested.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to complete the grant application process with the California Governor's Office of Emergency Services (Cal OES) for grant funds of the Unserved/Underserved Victim Advocacy and Outreach program for the performance period beginning January 1, 2020 and ending December

31, 2020 in the amount of \$175,000. There is an obligation of \$43,750 mandated by Cal OES as a local match for this grant, and the District Attorney will provide cash match services of \$43,750 to fulfill this match obligation. The total cost of the UV program including the cash match is \$218,750.

2. 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.
3. Approve the attached Appropriation Adjustment in order to align the District Attorney's budget with the grant award.
4. 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 ACTION**

The purpose of the recommended actions is to continue the commitment of the District Attorney's Bureau of Victim Services (BVS) to assist unserved/underserved victims of crime by alleviating trauma caused by gang-related crime and the devastating effects of crime on the victims themselves as well as their families. The UV program will continue providing comprehensive services in the Central County area (encompassing the City of Los Angeles and unincorporated Los Angeles County), South County (including Compton/Long Beach/Inglewood), and East County (including Pomona/Norwalk)

On August 30, 2019, Cal OES released a Request for Application (RFA) for the UV program with the performance period of January 1, 2020 to December 31, 2020. A funding chart included in the RFA designated \$175,000 in federal funding of VOCA 17 and VOCA 18 with a local match requirement of \$43,750, for a total program cost of \$218,750 to be expended by 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, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions under the VOCA.

Board authorization to complete the grant application process and to accept grant funds is requested in order to comply with County and Cal OES requirements.

#### **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 \$175,000 with a local match requirement of \$43,750, for a total program cost of \$218,750 for the performance period of January 1, 2020 to December 31, 2020. Of this amount the District Attorney shall receive \$76,295 in VOCA 2017 and \$98,705 in VOCA 18 for total federal funding of \$175,000. The local match obligation of \$43,750 can either be in cash or in-kind services, and District Attorney will provide cash match services of \$43,750 to fulfill its match obligation. There is no Net County Cost impact associated with the proposed grant award.

Approval of the attached Appropriation Adjustment in an increase of \$67,000 is requested to align to the District Attorney's budget with the grant award. This amount represents the difference between the pro-rated FY 2019-20 grant award of \$175,000 and the \$108,000 which was included in the District Attorney's FY 2019-20 Adopted Budget.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by the District Attorney, or discontinued with staff attrition or reallocation to vacant budgeted positions.

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

The Board of Supervisors has designated the District Attorney's Office, through its Bureau of Victim Services, as the major provider of comprehensive services to victims of crime since 1977. Federal funds have been made available to UV grantees to provide the intensive services needed by victims of gang crime.

Gang crime continues to be a serious problem throughout Los Angeles County; it is particularly significant in the targeted areas of Central Los Angeles, Compton/Long Beach and Pomona/Norwalk. Three victim advocates will be assigned to the UV Program for the grant period, beginning January 1, 2020 and ending December 31, 2020, to provide direct victim services to victims in the designated areas. Gang cases, particularly homicides, are inherently difficult to solve and often take prolonged investigation and litigation to conclude. Victim advocates focus efforts to ensure that these victims continue to receive available services during the lengthy court process.

The UV Program victim advocates will coordinate and provide services to families and next of kin survivors of gang murder victims throughout Los Angeles County. However, assigned advocates will particularly focus on cases submitted to the District Attorney's Hardcore Gang Division originating from those communities most impacted by gang murders. The critical

need for these services throughout Los Angeles County is underscored by the 125 gang murders and 34 attempted gang murders filed last year by the Hardcore Gang Division. By far the highest concentration for these gang murders, an estimated 78%, originated in the target service areas: Central County, South County, and East County.

The comprehensive services provided by the victim advocates include: crisis intervention, follow-up counseling, emergency services including witness protection and relocation, court orientation and escort, victim compensation application assistance, resource referrals, training to law enforcement agencies, community outreach, and activities that promote public awareness.

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

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office 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**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet (original) signature, to Mr. Anh Vo 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. Vo at (213) 257-2805, or at [avo@da.lacounty.gov](mailto:avo@da.lacounty.gov).

Respectfully submitted,

JACKIE LACEY  
District Attorney

av

Attachments

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



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

January 21, 2020

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 LICENSE AGREEMENT WITH NBC UNIVERSAL MEDIA LLC, FOR  
FILMING TELEVISION PROGRAMMING FEATURING  
THE LOS ANGELES COUNTY FIRE DEPARTMENT  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to authorize the Fire Chief, or his designee, to enter into a License Agreement between the District and Original Productions to produce television programming episode of "Jay's Garage" featuring the District's air operations and its aircraft fleet.

**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. Find that this agreement is exempt from the provision of the California Environmental Quality Act (CEQA).
2. Authorize the Fire Chief, or his designee, to execute a License Agreement, in substantially similar form as Attachment A, with Original Productions effective when fully executed by both parties.
3. Authorize the Fire Chief, or his designee, to execute future amendments to the License Agreement, as approved as to form by County Counsel.

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

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES

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

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

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

The production company, Original Productions (Producer) in partnership with Jay Leno, wish to film an episode of "Jay's Garage" featuring the District's air operations and its aircraft fleet. This will educate the general public on the District's aviation capabilities during wildfires and daily operations. As with other jurisdictions that have been featured, we anticipate recruitment of females and minorities will increase.

The episode will be filmed using handheld, visceral camera work along point of view lipstick cameras potentially mounted inside aircraft. The Producer will provide the District copies of the episode's edited "rough-cut" so authorities can review the show for any safety, security and privacy concerns before the show airs. The Producer, however, retains editorial control. The Producers will be required to obtain authorization as required by State and Federal privacy laws on behalf of the County of Los Angeles (County), and will indemnify the County for any potential litigation.

The District reserves the right to halt production at any time in the event any public safety concerns arise.

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

Approval of the recommended actions is consistent with the County's Strategic Goal No I, Strategy I.2: Enhance Our Delivery of Comprehensive Interventions, I.2.6 Women and Girls' Initiative, by airing the everyday work life of firefighting, introducing a firefighting career to women and minorities throughout Los Angeles County and Goal No. III, Strategy III.1: Continually Pursue Development of Our Workforce.

### **FISCAL IMPACT/FINANCING**

There is no impact to net County cost. The Producer will reimburse the District all costs associated with any additional staffing necessary while filming.

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

The License Agreement provides that only the Producer will have editorial control of the content. If the District raises concerns regarding the filmed content and requests a modification, the Producer will work collaboratively with the District to resolve the objections. The County cannot take measures to stop the public exhibition of any content. Producer has agreed to indemnify the County for any resulting litigation over the content.

Approval of this request will authorize the Fire Chief, or his designee, to execute a License Agreement with Original Productions to film an episode of "Jay's Garage" featuring the District's daily air operations and aircraft fleet capabilities, and amend that agreement as necessary, subject to review and approval as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

This agreement will not have a significant effect on the environment; therefore, it 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)**

Filming authorized under the License Agreement will not negatively impact the delivery of fire protection.

**CONCLUSION**

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return two adopted stamped copies of this letter to:

Consolidated Fire Protection District of Los Angeles County  
Executive Office – Emergency Operations  
Attention: David R. Richardson, Chief Deputy  
1320 North Eastern Avenue  
Los Angeles, CA 90063

The District contact may be reached at (323) 881-6178.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:zr

Enclosures

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

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on \_\_\_\_\_, 2020 (the "Effective Date") by and between the Los Angeles County Fire Department and the Consolidated Fire Protection District of Los Angeles County (collectively, "LICENSOR"), having its address at 1320 No. Eastern Ave. Los Angeles, 90063, and Original Production ("PRODUCER") having an address at \_\_\_\_\_.

**WHEREAS**, LICENSOR is an agency or corporation operating within the County of Los Angeles in the State of California; and

**WHEREAS**, PRODUCER is a \_\_\_\_\_ with offices located at \_\_\_\_\_, which will film and produce the television Project known as "Jay Leno's Garage" (working title) ("Show"); and

**WHEREAS**, PRODUCER desires to film/tape activities of LICENSOR, and its personnel at LICENSOR's locations concerning the wildland capability of the Sikorsky S-70 FIREHAWK and the Bell 412s; and

**WHEREAS**, LICENSOR has the power and authority to grant to PRODUCER the right, privilege and license described in this License Agreement, including the rights to use its logos, trademarks and insignia's (collectively, "Insignias") as well as the right to grant access to the Property for filming the Show (collectively referred to as "Rights"); and

**WHEREAS**, the intent of this Agreement is for LICENSOR to provide access to PRODUCER as necessary for PRODUCER to observe, record and document the public safety activities of LICENSOR for dissemination to the public, and neither party to this Agreement intends for PRODUCER to assume any control or responsibility over LICENSOR's public safety duties and responsibilities;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto mutually agree as follows:

1. LICENSE GRANT.

- a. LICENSOR hereby grants PRODUCER permission to enter upon and use the property at \_\_\_\_\_ ("Property") for one day only, on \_\_\_\_\_, and the contents thereof and the appurtenances thereto, including but not limited to its offices, business, premises, and operations and activities of LICENSOR'S personnel except private spaces such as private offices, dormitories, locker rooms, or where there is an expectation of privacy, (the "Property") for the purpose of photographing and recording the Property and LICENSOR's employees and to incorporate such footage, recordings and any other footage ("Filmed Materials") that may be given to it by LICENSOR for the Show, and for television programming, marketing, advertising and/or publicity related to the Show. PRODUCER agrees that it shall be responsible for obtaining permission to film on private property. For LICENSOR private administrative spaces, PRODUCER shall make reasonable efforts to obtain 24-hour advance approval (unless otherwise agreed) from LICENSOR to enter such spaces and shall obtain

written consent of employees who may be filmed by PRODUCER. PRODUCER shall not unduly interrupt business or operational needs of LICENSOR.

- b. LICENSOR hereby grants to PRODUCER an exclusive license to use, to distribute, to reproduce, and to publicly disseminate the Filmed Materials, in the Show, as well as any derivative work, and/or in connection with the exploitation of any ancillary rights thereof, including the public distribution and exhibition of the Show in all media now known or hereinafter invented, without limitation, including advertising, publicity, marketing, and promotion, commercial tie-ins and product integration. However, the Filmed Materials will remain with PRODUCER only and will not be sold or transferred. Any merchandise related to the Show, including without limitation, merchandise that uses the County of Los Angeles' logos and/or the Los Angeles County Fire Department's insignia, shall be subject to LICENSOR's prior written approval and may be subject to negotiation and new agreement between LICENSOR AND PRODUCER.
- c. PRODUCER may during the Term (as defined below) enter upon, occupy and use LICENSOR's Property and appurtenances for purposes of filming, taping, photographing and/or recording scenes ("Filming") for use in connection with the Show and related activities, and to place and remove all necessary facilities and equipment in and on LICENSOR'S properties and vehicles, so long as such Filming and placement of facilities and equipment does not negatively impact LICENSOR's operations nor enter into private spaces without advance approval, per paragraph 1.a. PRODUCER agrees to remove all such facilities and equipment after completion of Filming and to leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted.
- d. PRODUCER'S rights shall include the right to have access to all elements of LICENSOR'S business, subject to paragraph 1.a. above, as well as Filming its activities, Offices, Insignias and Locations for purposes connected with the content. Such rights shall also include the public distribution and exhibition of the Show produced and any Materials included therein (based on the rights and limitations indicated above). PRODUCER may photograph, tape, and/or record any signs located on the LICENSOR's Property and Insignias in connection with or as a part of the Show and include same as part of any Show unless otherwise agreed. PRODUCER shall be responsible for such costs directly associated with the use of the Property including benefits and overtime rates of pay. For Show only, Licensor LICENSOR will designate an employee to accompany PRODUCER and serve as an advisor regarding fire safety/ security and scheduling at all times while in production. PRODUCER shall reimburse LICENSOR, or its designee, the agreed upon hourly sum of \$204.41 per hour. This hourly rate is subject to change annually based upon the Los Angeles County Auditor-Controller's approved rates. Such designee shall be at a minimum a Captain level person to be designated by LICENSOR in writing (email shall be deemed sufficient). LICENSOR and PRODUCER will work collaboratively to ensure that the LICENSOR is fully reimbursed its costs. To the extent possible, PRODUCER will be notified by Licensor LICENSOR of the approximate staff requirements and related costs prior to such costs being incurred. Once such costs are incurred by LICENSOR, LICENSOR will invoice PRODUCER and PRODUCER agrees to reimburse LICENSOR within thirty (30) days of the receipt and approval of such aforementioned invoice.
- e. PRODUCER shall be sole owner of all right, title and interest in and to the Show and/or Filmed Materials made hereunder. LICENSOR shall acquire no ownership rights to the Show

by virtue of this Agreement or otherwise, and acknowledges that PRODUCER owns all right thereto without limitation including the copyright thereto. LICENSOR shall not, during the term of this Agreement or thereafter, directly or indirectly, contest or aid others in contesting PRODUCER's ownership of the Show and/filmed materials, nor do anything which impairs PRODUCER's ownership of same or their uses by PRODUCER. LICENSOR further acknowledges that PRODUCER shall have discretion to determine the content of the Show.

- f. PRODUCER does grant to LICENSOR, a license to use, to distribute, to reproduce, and to disseminate any portion of the Filmed Materials, in the Show, as well as any derivative work, for LICENSOR's governmental purposes (and not commercial purposes), in perpetuity, including for use in internal briefings and for historical, recruiting and training purposes. PRODUCER agrees to provide LICENSOR with digital copies of the Filmed Materials and Show, in a format mutually agreeable to both parties.
- g. Notwithstanding PRODUCER'S rights to enter LICENSOR'S Property for the purposes set forth in this agreement, LICENSOR may cancel, terminate, or otherwise deny PRODUCER'S right to enter or remain on LICENSOR'S Property if LICENSOR determines, in its sole discretion, that such action is necessary to further the safety of PRODUCER, LICENSOR's employees and contractors, members of the public, and/or to further public safety needs. PRODUCER acknowledges that it is Filming LICENSOR in its normal working activities, and is not to interfere therewith. PRODUCER agrees not to film or publish and Licensor may further restrict, revoke or otherwise limit access under the following circumstances:
  - i. An active crime or treatment scene not accessible by the public;
  - ii. Where filming may jeopardize the safety or medical treatment of witnesses and members of the public;
  - iii. The disclosure of confidential information;
  - iv. Where filming will violate the privacy rights of those receiving medical treatment by LICENSOR and;
  - v. Where filming may violate the privacy rights of LICENSOR'S employees or members of the public whose explicit permission for filming was not given.

## 2. PRODUCTION SCHEDULE.

It is anticipated PRODUCER may create a casting tape, presentation production in connection with the Show, subject to production schedule(s), the date on which PRODUCER has access to the Property and LICENSOR's employees to be mutually agreed upon in writing by the parties.

If, because of illness or unavailability, weather conditions, defective equipment, or any occurrence beyond PRODUCER's control, including without limitation an event of force majeure, PRODUCER is unable to proceed with the filming of the Project at any time during the mutually agreed production schedule(s), PRODUCER shall have the limited right to extend the production schedule(s) equal to the amount of time production was delayed.

## 3. EDITORIAL CONTROL.

PRODUCER maintains editorial control over the Show, including discretion to determine the

content of the Show, the use of all Filmed Materials, and other production materials generated by PRODUCER in the course of the Shows, including any outtakes. PRODUCER shall provide LICENSOR footage ("Footage") that PRODUCER intends to use for broadcast in the Show (i.e. at the rough-cut stage) for LICENSOR review and comment. If LICENSOR identifies Footage within the Show that involves an issue of operational, or employee safety and/or security, violations of policy, legal or medical standards, or that would portray LICENSOR and/or LICENSOR's employees in a manner that is defamatory, LICENSOR, may request modification to the identified content. LICENSOR shall give PRODUCER its written comments within a reasonable period of time but not later than five (5) business days after the date of receipt of the Footage. PRODUCER will consider in good faith all other LICENSOR comments pertaining to the Footage. In the event LICENSOR reviews footage and objects to any particular coverage relating to the operational or employee safety and/or security, or that would portray LICENSOR and/or LICENSOR's employees in a manner that is defamatory, PRODUCER will discuss with LICENSOR and use good faith efforts to resolve any such objection consistent with the production and broadcast schedule, and modify identified content prior to public exhibition of the Footage, Filmed Materials, and/or Show. LICENSOR's right to review Footage, as more fully set forth in the immediately preceding paragraph, shall continue to be effective beyond the expiration date or termination date of this Agreement with regard to any Footage not previously reviewed by LICENSOR during the term of this Agreement, but which is proposed by PRODUCER to be included in any future production of the Show including, but not limited to, any "best of" or "outtakes" production features.

Notwithstanding anything to the contrary herein, PRODUCER shall use the Footage, New Materials, and/or Show in a manner that is not illegal, derogatory, offensive, or in a manner which disparages, defames, harms or negatively impacts LICENSOR's reputation or image or exposes LICENSOR to civil or criminal liability. PRODUCER further hereby acknowledges that the Show shall not contain any confidential, non-public investigatory, disciplinary, procedural and/or operational information concerning LICENSOR (or its Departments or Employees) or the medical treatment of a member of the public without his or her authorized written consent.

#### 4. INDEMNIFICATION.

PRODUCER shall defend, indemnify and hold harmless, LICENSOR, the County of Los Angeles, and their directors, officers, and employees (collectively, "Indemnified Parties") from any and all loss, costs, damage, liability and expenses, with respect to: (i) any uncured breach by PRODUCER of this Agreement; (ii) any death, injury or property damage or loss suffered by the Indemnified Parties arising out of PRODUCER's negligent, reckless, or intentional actions; (iii) any damage or loss to LICENSOR's Property directly arising out of PRODUCER's negligent, reckless, or intentional actions (reasonable wear and tear excepted); and (iv) any claims or lawsuits resulting from PRODUCER's failure to receive written consent for use of footage of specific members of the public or of LICENSOR's employees.

PRODUCER shall maintain its own insurance policies including but not limited to commercial general liability, professional liability, errors & omissions, workers compensation coverage for their respective employees and any other insurance as required by their respective professions/ industries.

Further, PRODUCER shall maintain workers compensation insurance coverage on its employees as required by California law. If the PRODUCER utilizes any LICENSOR Employee in connection with any aspect of the Show while the LICENSOR Employee is off-duty, PRODUCER shall provide workers' compensation coverage for such off-duty work performed for the PRODUCER.

5. CREDITS.

Each episode of the Show in which LICENSOR's employees appear, with their written consent, shall include (1) screen credit acknowledging cooperation from the LICENSOR, the form and appearance of which shall be pre-agreed upon by parties in good faith and subject to the approval of the network.

6. TERM OF THE AGREEMENT.

This Agreement shall commence upon the date of execution hereof and shall remain in effect for one (1) year from mutual execution of this Agreement ("Term").

7. TERMINATION.

Either party shall have the right to terminate this Agreement by giving fifteen (15) days prior written notice.

8. RELEASES.

PRODUCER shall be responsible for obtaining all necessary consents including the written consent of LICENSOR employees featured in the Show, and LICENSOR expressly authorizes PRODUCER to obtain releases from its employees at PRODUCER's discretion. PRODUCER understands and agrees that the authorization given by LICENSOR in this Paragraph shall not be interpreted as a requirement that any LICENSOR employee give their consent. It is the sole responsibility of the PRODUCER to obtain any releases from any member of the public it has filmed during the course of its filming. Such releases shall also include language which releases the County of Los Angeles, its directors, officers and employees.

9. NO WAIVER.

None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a continuing waiver or a modification thereof.

10. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California in all respects, including jurisdiction and venue, and enforced in the courts of the State of California.

11. COMPLIANCE WITH LAWS.

LICENSOR and PRODUCER shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are applicable to any work performed under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed below as of the day and year first above written.

**LICENSOR:**

By: \_\_\_\_\_

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

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

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

**PRODUCER:**

**Original Productions**

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

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

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

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

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_

Jenny Tam  
Senior Deputy County Counsel

