



County of Los Angeles  
Chief Executive Office

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

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE: Wednesday, March 31, 2021**  
**TIME: 9:30 a.m.**

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL  
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

### **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 per person in total for each item.

**1. CALL TO ORDER**

**2. GENERAL PUBLIC COMMENT**

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

**A. Board Letter:**

APPROVAL OF A CONTRACT WITH ECMS, INC. FOR TURNOUT AND ACCESSORY  
CLEANING AND REPAIR SERVICES

Speaker(s): Christopher Anderson (Fire)

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

**A. Board Letter:**

REQUEST TO AUTHORIZE THE ACQUISITION OF TWO FIRE CAMP CREW  
CARRIERS

Speaker(s): Christopher Anderson (Fire)

**B. Board Letter:**

AUTHORIZE THE PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL  
MEMORANDUM OF UNDERSTANDING WITH MEASURES FOR JUSTICE WITH  
RESPECT TO EVALUATING LOCAL JUSTICE AND PUBLIC SAFETY OUTCOMES  
RELATED TO THE RELEASE OF JAIL INMATES DURING COVID-19 PANDEMIC

Speaker(s): Ramon Quintana (Public Defender)

Wednesday, March 31, 2021

**C. Board Briefing:**  
PROBATION PUBLIC-PRIVATE PARTNERSHIPS  
Speaker(s): Robert Smythe, Felicia Cotton and Latasha Howard (Probation)

**D. Board Briefing:**  
MCJ Closure Briefing  
Speaker(s): Peter Espinoza (ODR) and Bruce Chase (Sheriff's)

**5. PUBLIC COMMENTS**

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

**A. Board Letter:**  
AUTHORIZED THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF INSURANCE FOR AUTOMOBILE INSURANCE FRAUD, HIGH IMPACT INSURANCE FRAUD, ORGANIZED AUTOMOBILE FRAUD ACTIVITY INTERDICTION "URBAN GRANT", WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS AND APPROVE THE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2020-21  
Speaker(s): Steven Frankland and Michael Yglecias (District Attorney)

**B. Board Briefing:**  
PUBLIC SAFETY CLUSTER BUDGET BRIEFING  
Speaker(s): Rene Phillip and staff (CEO)

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

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**



# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2426  
www.fire.lacounty.gov

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

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

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FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

April 13, 2021

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 ECMS, INC. FOR TURNOUT AND ACCESSORY CLEANING AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a contract with ECMS, Inc. (ECMS), to provide Turnout and Accessory Cleaning and Repair Services for the District's first responders and firefighters.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Attachment A) between the District and ECMS to provide Turnout and Accessory Cleaning and Repair Services.
2. Authorize the maximum contract sum of \$4,468,200, including the initial three-year term, two one-year extension options and twelve month-to-month extension options. The maximum contract sum is comprised of annual expenditures not to exceed \$677,000 per contract year, plus a ten percent annual contingency of \$67,700 for unforeseen emergent circumstances for a total annual contract sum of \$744,700.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extensions and contingencies as described in recommendation two above, respectively, in accordance

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

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AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
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COMMERCE  
COVINA  
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ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

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

with the approved contract terms and conditions, and with prior review by County Counsel.

4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

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

The recommended actions will enable the continuation of critical professional cleaning and repair services for the District's personal protective equipment (PPE). These services are specialized and cannot be performed by District personnel. ECMS will also provide decontamination cleaning and parts that meet manufacturer and National Fire Protection Association (NFPA) standards.

The District's emergency responders and firefighters require the use of PPE for their safety. To ensure the highest level of service and continuing compliance, ECMS will be required to use the guidelines established within NFPA 1851 - 2020 Edition, the standard on selection, care and maintenance of protective ensembles for firefighting. NFPA guidelines were developed to reduce safety risks and potential health hazards associated with turnout gear care and PPE ensembles. This service will protect firefighters, their families, and the general public that may otherwise come in contact with contaminated turnout gear.

Approval of these recommended actions is critical to the safety of the District's emergency personnel.

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

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient and strategic manner. Contracting these cleaning and repair services is fiscally cost effective and supports the District's ability to ensure the efficiency of PPE for its emergency personnel.

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

Sufficient funding is available in the District's Fiscal Year 2021-22 Recommended Budget. There is no impact to net County cost. The District will continue to allocate the necessary funds to obtain the required services. This contract includes an allowance for Cost of Living Adjustment (COLA) after the initial three-year base contract term.

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

ECMS is the incumbent firm and currently provides turnout and accessory cleaning and repair services to the District under a contract approved by the Board in 2016. The current contract with ECMS is due to expire on June 30, 2021. The new contract with ECMS will

take effect July 1, 2021, with no interruption in service. The District is authorized to enter into a contract for these services pursuant to California Health and Safety Code 13861.

The attached contract provides that the District has no obligation to pay for expenditures incurred by ECMS beyond the contract pricing mechanisms. Furthermore, they will not be asked to perform services which exceed the approved scope of work or contract term. ECMS is in compliance with all Board and CEO requirements, including contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the contract.

The CEO's Risk Management Section (CEO RMS) reviewed the contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contract has been approved as to form by County Counsel and has been signed by ECMS. On final analysis and consideration of the award, this firm was selected without regard to race, color, creed, or national origin.

### **ENVIRONMENTAL DOCUMENTATION**

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

### **CONTRACTING PROCESS**

On September 8, 2020, the District released a Request for Proposals (RFP) to solicit Turnout and Accessory Cleaning and Repair Services. The solicitation was open for a period of five weeks. In addition to posting the announcement on the County's WebVen portal, the District advertised the solicitation in the Los Angeles Times.

On October 15, 2020, the District received one proposal from ECMS. The proposal was forwarded to an evaluation committee for review and scoring. The evaluation committee was comprised of subject matter experts from the District's Operations Bureaus. The committee's evaluation was based on criteria set forth in the RFP, which included price, qualifications, experience, references, approach, and quality control. Upon completion of the evaluation and based on an informed averaging scoring process, it was determined that ECMS possessed the qualifications, experience and knowledge to provide quality turnout and accessory cleaning and repair services for the District.

The District has reviewed the Contractor Alert Reporting Database to assess ECMS past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints that would prevent ECMS from contracting with the District.

ECMS submitted several exceptions to the Contract in its proposal; however, with the assistance of the CEO RMS, and review and concurrence from County Counsel, the District completed contract negotiations and ECMS agreed to the terms and conditions as described in the attached Contract.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will support the District's ability to protect public health and safety by continuing to provide critical turnout and accessory cleaning and repair services for the District's emergency personnel.

Award of this contract will not result in the displacement of any County employees as these services are presently obtained from ECMS. The contract will not result in a reduction of service and there is no change in risk exposure to the County.

### **CONCLUSION**

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

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

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:jc

Enclosures

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

CONTRACT NO.: \_\_\_\_\_

# CONTRACT



**BY AND BETWEEN**

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

**AND**

**ECMS, INC.**

**FOR**

**TURNOUT AND ACCESSORY CLEANING AND REPAIR  
SERVICES**

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS</b>		<b>1</b>
<b>1</b>	<b>APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2</b>	<b>DEFINITIONS</b>	<b>2</b>
<b>3</b>	<b>WORK</b>	<b>3</b>
<b>4</b>	<b>TERM OF CONTRACT</b>	<b>4</b>
<b>5</b>	<b>CONTRACT SUM</b>	<b>4</b>
5.1	Total Contract Sum	4
5.2	Written Approval for Reimbursement	5
5.3	Notification of 75% of Total Contract Sum	5
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	5
5.5	Invoices and Payments	6
5.6	Cost of Living Adjustment (COLA's)	8
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	8
5.8	Pick-up and Delivery, Freight, Shipping, and Transportation	9
5.9	Travel	9
<b>6</b>	<b>ADMINISTRATION OF CONTRACT- DISTRICT</b>	<b>9</b>
6.1	District Administration	9
6.2	District's Project Director	9
6.3	District's Project Manager	9
6.4	District's Contract Administrator	10
<b>7</b>	<b>ADMINISTRATION OF CONTRACT-CONTRACTOR</b>	<b>10</b>
7.1	Contractor Administration	10
7.2	Contractor's Project Manager	10
7.3	Approval of Contractor's Staff	10
7.4	Contractor's Staff Identification	11
7.5	Background and Security Investigations	11
7.6	Confidentiality	12
<b>8</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>12</b>
8.1	Amendments	12
8.2	Assignment and Delegation/Mergers or Acquisitions	13
8.3	Authorization Warranty	14
8.4	Budget Reductions	14
8.5	Complaints	15



8.6	Compliance with Applicable Law .....	15
8.7	Compliance with Civil Rights Laws .....	16
8.8	Compliance with the County's Jury Service Program .....	16
8.9	Conflict of Interest.....	18
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List .....	19
8.11	Consideration of Hiring GAIN-GROW Participants .....	19
8.12	Contractor Responsibility and Debarment .....	19
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	22
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	22
8.15	District's Quality Assurance Plan .....	23
8.16	Damage to District Facilities, Buildings or Grounds .....	23
8.17	Employment Eligibility Verification .....	23
8.18	Facsimile Representations.....	24
8.19	Fair Labor Standards .....	24
8.20	Force Majeure.....	25
8.21	Governing Law, Jurisdiction, and Venue.....	25
8.22	Independent Contractor Status .....	25
8.23	Indemnification.....	26
8.24	General Provisions for all Insurance Coverage.....	26
8.25	Insurance Coverage .....	31
8.26	Liquidated Damages.....	32
8.27	Most Favored Public Entity .....	33
8.28	Nondiscrimination and Affirmative Action.....	33
8.29	Non-Exclusivity .....	35
8.30	Notice of Delays.....	35
8.31	Notice of Disputes.....	35
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	35
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law .....	36
8.34	Notices.....	36
8.35	Prohibition Against Inducement or Persuasion .....	36
8.36	Public Records Act .....	36
8.37	Publicity .....	37
8.38	Record Retention and Inspection-Audit Settlement .....	37
8.39	Recycled Bond Paper .....	39

8.40	Subcontracting.....	39
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	40
8.42	Termination for Convenience.....	40
8.43	Termination for Default .....	41
8.44	Termination for Improper Consideration .....	43
8.45	Termination for Insolvency.....	43
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	44
8.47	Termination for Non-Appropriation of Funds.....	44
8.48	Validity .....	44
8.49	Waiver.....	44
8.50	Warranty Against Contingent Fees .....	44
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	45
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program .....	45
8.53	Time off for Voting .....	45
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking .	46
8.55	Intentionally Omitted .....	46
8.56	Compliance with Fair Chance Employment Practices .....	46
8.57	Compliance with the County Policy of Equity.....	46
8.58	Prohibition from Participation in Future Solicitation(s).....	47
<b>9</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>47</b>
9.1	Intentionally Omitted .....	47
9.2	Intentionally Omitted .....	47
9.3	Intentionally Omitted .....	47
9.4	Mandatory Requirement to Register on County's WebVen.....	47
9.5	Limitation on Corporate Acts.....	47
9.6	Modifications.....	48
9.7	Data Destruction .....	48
9.8	Remedies of Non-Compliance .....	49
9.9	Suspension .....	49
9.10	Transition of Contract Services.....	50
	<b>SIGNATURES .....</b>	<b>53</b>

## **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Sheet
- C Intentionally Omitted
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G1 Contractor Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY  
AND  
ECMS, INC.  
FOR  
TURNOUT AND ACCESSORY CLEANING AND REPAIR  
SERVICES**

This Contract ("Contract") made and entered into this 1st day of July 2021, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and ECMS, Inc., hereinafter referred to as "Contractor." Contractor is located at 16821 Knott Avenue, La Mirada California, 90638.

**RECITALS**

WHEREAS, the District may contract with private businesses for Turnout and Accessory Cleaning and Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Turnout and Accessory Cleaning and Repair Services; and

WHEREAS, in accordance with California Health and Safety Code 13861, and California Public Contracting Code 20812, the District may enter into contracts for specialized services; and

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

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G1, H, and I 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 - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

## 2 DEFINITIONS

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

- 2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **Contract:** This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

- 2.3 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.
- 2.4 **Contractor Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.5 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.6 **District**: The Consolidated Fire Protection District of Los Angeles County.
- 2.5 **District Project Director**: Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.6 **District Project Manager**: Person designated by District's Project Director to manage the operations under this contract.
- 2.7 **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.
- 2.8 **Subcontract**: An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.9 **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 contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.10 **Day(s)**: Calendar day(s) unless otherwise specified.
- 2.11 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

### 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 District.

## **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing after approval by the County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The District shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such extension option may be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County's Board of Supervisors.

- 4.2 The District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.
- 4.3 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

## **5 CONTRACT SUM**

### **5.1 Maximum Contract Sum**

The amount the District shall expend from its own funds during the Contract's entire term for Turnout and Accessory Cleaning and Repair Services shall not exceed \$677,000 per Contract year.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

- 5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

5.1.3 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

## **5.2 Written Approval for Reimbursement**

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

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

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

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or



knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the District by the 9<sup>th</sup> calendar day of the month following the month of service. All sales orders and invoices shall reference the 'ship to' address where the order was delivered.
- 5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:
  - 1. [Jamison.Smith@fire.lacounty.gov](mailto:Jamison.Smith@fire.lacounty.gov) for review and approval of all invoices; and

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

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- Product Codes
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

#### **5.5.6 District Approval of Invoices**

Sales orders shall be packaged and grouped by battalion/pick-up location and submitted with an invoice coversheet. The sales orders within the package shall have the same invoice number as shown on the coversheet. The coversheet shall have the same invoice number as shown on the sales orders along with the corresponding information below for payment:

- Sales Order Number
- Sales Order Date
- Sales Order Amount
- Total Sales Orders
- Total Parts
- Total Labor
- Sales Tax Total
- Invoice Total

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

## **5.6 Cost of Living Adjustments (COLA's)**

After the initial three (3) year Contract term, and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

## **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.

## **5.8 Pick-up and Delivery, Freight, Shipping and Transportation**

The Contractor shall be responsible for pick-up and delivery, freight, shipping, and/or transportation and shall incur all associated costs, including any required insurances.

## **5.9 Travel**

All travel-related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

# **6 ADMINISTRATION OF CONTRACT – DISTRICT**

## **6.1 DISTRICT ADMINISTRATION**

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

## **6.2 District's Project Director**

*The responsibilities of the District's Project Director include:*

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

## **6.3 District's Project Manager**

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

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

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

#### **6.4 District's Contract Administrator**

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

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

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

### **7.1 Contractor Administration**

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

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

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

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

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

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

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

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

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

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

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

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

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

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

## **8 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 Fire Chief or his 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 District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

8.1.3 The Fire Chief or his designee may at his 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 Fire Chief or his designee.

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

8.2.1 The contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2. 2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegatee or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest



themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any 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 District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

## **8.5 Complaints**

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 forty-five (45) business days after the Contract effective date, the contractor shall provide the District with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The District 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 District requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

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

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

8.5.2.6 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 District's Project 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, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

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

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

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

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

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

is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

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

1. Unless the contractor has demonstrated to the District's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this 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 District, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 District 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.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury

Service Program, and the contractor shall immediately notify the District if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the District's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future 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 District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the

provisions of this paragraph shall be a material breach of this Contract.

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

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

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

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

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

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

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

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

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

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (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 County 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 District 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 County contractors.

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

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

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

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

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

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

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

#### **8.18 Facsimile Representations**

The District and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to 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**

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 contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further 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 District and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one

party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

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

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

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

Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to District not less than ten (10) days prior to contractor's policy expiration dates or no later than date of policy renewal. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor 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 District required endorsement forms.
- 8.24.2.4** Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

### **8.24.3 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 District. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the District. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the 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**

Contractor shall provide District with, or contractor's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage,

term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

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

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

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

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

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

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

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

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

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide District with each subcontractor's separate evidence of insurance coverage. 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 contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain 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)**

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

#### **8.24.11 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. 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**

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

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

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

### **8.25 Insurance Coverage**

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

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

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement

(providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Fire Chief or his designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his designee, at his/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 District, will be forwarded to the contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Fire Chief, or his designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a

deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart, Statement of Work Exhibits, hereunder, and that the contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.

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

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

## **8.27 Most Favored Public Entity**

If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

## **8.28 Nondiscrimination and Affirmative Action**

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

- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow District representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the District.
- 8.28.7 If the District 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 District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated

Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the contractor has violated the anti-discrimination provisions of this Contract.

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

#### **8.29 Non Exclusivity**

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

#### **8.30 Notice of Delays**

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

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

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

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

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

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

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

### **8.34 Notices**

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

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

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the District's right to audit and inspect the contractor's documents, books, and accounting records pursuant to 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 District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the

disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

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 District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

- 8.37.2 The contractor may, without the prior written consent of District, indicate in its 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, and which meet the requirements for contract accounting described in Auditor-Controller Contract



Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 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 District shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the contractor, then the difference shall be either: a) repaid by the contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the

District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the contractor, then the difference shall be paid to the contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

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

8.40.2.2 Other pertinent information and/or certifications requested by the Contractor.

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 District's approval of the contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Contract. The contractor is responsible to notify its subcontractors of this District right.

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files.

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

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

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

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

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

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

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

work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 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 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

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

services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this 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 Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District 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 District 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 District may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any

form, was offered or given by the contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

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

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

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

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

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 District provided in this Paragraph 8.45 (Termination for Insolvency) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this 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 District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

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

The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 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**

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

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

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

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Practices**

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

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

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

based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

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

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

#### **9.3 Intentionally Omitted**

#### **9.4 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

#### **9.5 Limitation on Corporate Acts**

9.5.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing

no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.

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

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

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

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

## **9.6 Modifications**

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

## **9.7 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more

of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any District data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide District with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all District data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.8 Remedies of Non-Compliance**

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

## **9.9 Suspension**

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

9.9.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to

remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

- 9.9.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.9.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.9.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

## **9.10 Transition of Contract Services**

### **9.10.1 Completion of Contract**

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

## **9.10.2 Transition Plan**

- 9.10.2.2 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to the District. Contractor shall submit said Transition Plan to the District's Contract Administrator within the timeframe designated by the District in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).
- 9.10.2.3 The District shall review Contractor's Transition Plan and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with the District when Contractor submits a Transition Plan that is not acceptable to the District. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

## **9.10.3 Elements of the Transition Plan**

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

## **9.10.4 Implementation of the Transition Plan**

Contractor shall implement the Transition Plan that is approved by the District. Contractor's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that the District will provide Contractor a Transition Plan and Contractor will implement the Transition

Plan provided by the District. The District will monitor Contractor's progress in carrying out all elements of the Transition Plan.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July 2021.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

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

By ECMS, Inc.

Signed: Contractor  


Printed: Brandon Winters

Title: Chief Operating Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By   
Senior Deputy County Counsel





# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2426  
www.fire.lacounty.gov

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

## BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

SHEILA KUEHL  
THIRD DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

April 13, 2021

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

Dear Supervisors:

### **REQUEST TO AUTHORIZE THE ACQUISITION OF TWO FIRE CAMP CREW CARRIERS (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval for the acquisition of two Diesel Fire Camp Crew Carriers (Crew Busses) at a cost of approximately \$250,000 each, for a total cost of approximately \$500,000.

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

1. Approve the District's request and authorize the Internal Services Department, as the County's Purchasing Agent, to proceed with the solicitation and acquisition of capital asset items in excess of \$250,000 which consist of two Crew Busses.
2. Find that these purchases are exempt from the provision of the California Environmental Quality Act (CEQA).

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

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLENDALE  
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  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

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

While fire is a natural and essential part of these ecosystems, warming temperatures and drying soils have contributed to observed increases in wildfire activity. Since the start of the 21st century California has suffered extreme wildland fires and droughts that have caused devastating impacts to ecosystems and society. Higher evaporative demand during summer and autumn—peak fire season in the region—means faster drying of soil moisture and vegetation, and more flammable fuels that can lead to fires burning faster and hotter.

Hand Crews are essential to fighting wildfires and are the backbone of the fire management response effort. They are on the frontlines using either direct or indirect suppression tactics in responding to wildfires. For smaller fires, direct attack involves cutting fireline around the fire or putting out flames with water or soil. To have full containment of a wildland fire, a fuel break around the fire has been completed. This break may include natural barriers or manually and/or mechanically constructed line. This is accomplished by Los Angeles County Hand Crews.

Crew Busses help facilitate transportation of Hand Crews to wildfires in a safe manner. These Crew Buses will be equipped with the latest safety features and include crash/roll-over tested body for added safety.

Acquiring these Crew Busses will allow the District to maintain its daily mission of protecting life, property, and the environment.

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

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. I, Strategy 1.2: Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County; and Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

## **FISCAL IMPACT/FINANCING**

The two Crew Busses have an estimated cost of \$500,000 and will be purchased with one-time AB109 funding approved in the District's Fiscal Year 2020-21 Final Adopted Budget.

There is no impact to net County cost.

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

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

## **ENVIRONMENTAL DOCUMENTATION**

The acquisition of these apparatus is exempt from the CEQA as it will not result in a direct or reasonable foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA guidelines.

## **CONTRACTING PROCESS**

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

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

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

## **CONCLUSION**

Consolidated Fire Protection District of Los Angeles County Executive Office - Business Operations

Attention: Zuleyda Santana, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063 [Zuleyda.Santana@fire.lacounty.gov](mailto:Zuleyda.Santana@fire.lacounty.gov)

Internal Services Department Purchasing & Contracts Service  
Attention: Gerald Plummer, Division Manager  
1100 North Eastern Avenue, Suite 102  
Los Angeles, CA 90063 [GPlummer@isd.lacounty.gov](mailto:GPlummer@isd.lacounty.gov)

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:zs

Enclosures

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

# AQMD EXEMPTION REQUEST

## LOS ANGELES COUNTY FIRE DEPARTMENT

### CREW CARRIER

Type of Vehicle:	Crew Carrier	Engine Make:	Cummins
Chassis Make:	Freightliner	Engine Model:	B6.7
Chassis Model:	M2 106	Engine HP:	360 EV
GVW:	35,000	Fuel:	Diesel

**Vehicle Purpose:** Transport 15 crew members, also known as a "Hand Crew", which specialize in clearing brush and cutting fire lines to contain the spread of wildfires. Vehicle is capable of being driven on unpaved roads and up mountain motorways created by Fire Dozers during a major wildfire incident.

Crews can be dispatched as part of Regional Mutual Aid Agreements to assist other Local, County, State or Federal agencies across the State of California as needed. Crews must be prepared with adequate gear for deployment for up to 14 days.

**Special Equipment:** Vehicle is equipped with Emergency Warning Lights, Siren and Radios



Prepared by David Thornton  
Power Equipment Specification Writer  
LACoFD Fleet Services  
January 28, 2021

## Santana, Zuleyda

---

**From:** Thornton, David  
**Sent:** Tuesday, February 2, 2021 9:14 AM  
**To:** Santana, Zuleyda  
**Cc:** Hasert, Tammy  
**Subject:** FW: AQMD Exemption Request  
**Attachments:** AQMD Crew Carrier.docx

Good News,

AQMD has approved the purchase of Crew Carriers. I have attached the Memo that was sent requesting the Exemption. This form of memo will be required for each category of vehicle we purchase in the future.

David G. Thornton  
Power Equipment Spec Writer  
Los Angeles County Fire Dept.  
Fleet Services – Eastern Fire Shop  
Office: 323-881-2390  
Cell: 213-200-4538  
[dthornton@fire.lacounty.gov](mailto:dthornton@fire.lacounty.gov)

---

**From:** Ricky Lai [mailto:rlai@aqmd.gov]  
**Sent:** Tuesday, February 02, 2021 8:43 AM  
**To:** Thornton, David  
**Subject:** RE: AQMD Exemption Request

**CAUTION:** External Email. Proceed Responsibly.

Good morning, David,

Thank you for your call and follow up email to provide the vehicle's specifications. Based on the information you provided, the vehicle should be exempt from the provisions of Rule 1196 per 1196(f)(1) – below. Also included below is the definition for Emergency or Rescue Vehicle as defined by Rule 1196. For your convenience, further below is the link to Rule 1196 for your review.

**(f) Exemptions**

The provisions of this rule shall not apply to the following:

- (1) Emergency or rescue vehicles operated by local, state, and federal law enforcement agencies, police and sheriffs department, fire department, hospital, medical or paramedic facility, and used for responding to situations where potential threats to life or property exist, including but not limited to fire, ambulance calls, or life-saving calls.**

- (4) **EMERGENCY OR RESCUE VEHICLE** means any vehicle defined in Section 165 of the California Vehicle Code and is equipped with red lights and sirens as defined in Sections 30, 25269, and 27002 of the California Vehicle Code.

[\\*\(Adopted January 8, 1993\)\(Amended January 14, 1994\) \(aqmd.gov\)](#)

We great appreciate your checking with us prior to the acquisition of the vehicle in question. Please proceed with your procurement plan as the vehicle is not subject to the requirements of Rule 1196.

Please let me know if you have any questions.

Ricky



*Ricky Lai*

*Air Quality Specialist*

Planning, Rule Development & Area Sources

909-396-2634

[aqmd.gov](#) | [rlai@aqmd.gov](mailto:rlai@aqmd.gov)

---

**From:** Thornton, David <[David.Thornton@fire.lacounty.gov](mailto:David.Thornton@fire.lacounty.gov)>

**Sent:** Monday, February 1, 2021 11:15 AM

**To:** Ricky Lai <[rlai@aqmd.gov](mailto:rlai@aqmd.gov)>

**Subject:** AQMD Exemption Request

Ricky,

This is my first go at a submission for Exemption of Emergency Vehicle. Please find attached per your request,

- Bid Specifications
- Memo w/ Vehicle Picture

Thanks for all your help and let me know if you require any additional information.

David G. Thornton

Power Equipment Spec Writer

Los Angeles County Fire Dept.

Fleet Services – Eastern Fire Shop

Office: 323-881-2390

Cell: 213-200-4538

[dthornton@fire.lacounty.gov](mailto:dthornton@fire.lacounty.gov)



**RICARDO D. GARCÍA**  
Public Defender

**LOS ANGELES COUNTY PUBLIC DEFENDER**  
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19<sup>th</sup> FLOOR  
LOS ANGELES, CA 90012  
(213) 974-2801/Fax (213) 625-5031  
<http://pubdef.lacounty.gov>



**Justine M. Esack**  
Chief Deputy

**William Stone**  
Chief of Staff

April 20, 2021

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 PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL  
MEMORANDUM OF UNDERSTANDING WITH MEASURES FOR JUSTICE  
WITH RESPECT TO EVALUATING LOCAL JUSTICE AND PUBLIC SAFETY OUTCOMES  
RELATED TO THE RELEASE OF JAIL INMATES DURING THE COVID-19 PANDEMIC  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

This is to request that your Board authorize the Los Angeles County Public Defender (Public Defender) to enter a three-year, non-financial Memorandum of Understanding (MOU) with Measures for Justice (MFJ) for the purpose of evaluating local justice and public safety outcomes related to the release of jail inmates during the COVID-19 pandemic.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Public Defender, or his designee, to execute a non-financial MOU with MFJ, in substantially the same form and approved as to form by County Counsel, to provide data related to the release of inmates during the COVID-19 pandemic.
2. Delegate authority to the Public Defender, or his designee, with County Counsel approval, to execute amendments and supplements that are associated with the administration and management of the MOU.



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

The purpose of this collaboration is to evaluate how thousands of Public Defender clients have been affected by an unexpected release from custody as a result of the COVID-19 pandemic.

The COVID-19 pandemic has had a profound impact on the criminal justice system, including the correctional custody system, which public health reports have identified as institutions at high-risk of COVID-19 infection spread. According to a report published by Stanford University in April 2020, Cook County Jail in Illinois had one of the largest known outbreaks in the country, and the infection rate at Rikers Island was nearly five times that of New York City. Across Texas, 70% of inmates and staff who were tested in April were positive for COVID-19. To reduce the risk of transmission, public safety agencies across the country began coordinating the release of individuals from correctional facilities. Accordingly, in Los Angeles County, home to the largest county-level criminal justice system in the country, more than 5,000 individuals have been released from custody since the beginning of the pandemic via coordination between the Public Defender, Alternate Public Defender, District Attorney, Sheriff, and other stakeholders.

In addition, following the California Judicial Council's, April 6, 2020, \$0 bail emergency rule for all misdemeanor and lower level felony charges, hundreds of thousands of individuals who would likely have been detained under the standard bail schedule, are now being released on their own recognizance (OR) and spending no time in custody at all.

As the pandemic forces policy makers and practitioners to reconceptualize public safety as part of the larger public health framework, the release and non-detention of thousands of system-involved individuals has created an unprecedented natural "experiment." Specifically, this is an opportunity to test and measure a less carceral, less punitive approach to justice that public defenders and the larger criminal and juvenile justice reform community, have long championed. This will require an assessment of the effects of de-carceration and pretrial release on some of the key assumptions that underpin much policy and practice in the criminal legal system. These assumptions include the assertions that bail is necessary to ensure court appearances, that pretrial detention protects public safety, and that post-conviction incarceration is an effective response to crime. Moreover, the current crisis offers a unique opportunity to address an array of other critical issues related to the operations of the criminal legal system and the youth justice system, to include the effect of detention on case outcomes and the efficient allocation of public resources.

MFJ is a nonpartisan organization whose mission is to make available accurate criminal justice data for the purpose of initiating reform. MFJ has already published preliminary results on mass incarceration and COVID-19 cases in Milwaukee, Wisconsin, and has expertise working with public agencies such as Public Defender and District Attorney Offices, Superior Court of California, and State Attorney, to collect and analyze criminal justice-related data. Due to their expansive experience and ability to immediately begin collecting and analyzing data during this unprecedented and fast-evolving time, the Public Defender identified MFJ as the entity who can best assist the County of Los Angeles in measuring the effects of detention and decisions to release from detention.

The MOU includes provisions for confidentiality to ensure that all records and information relating to the project remain confidential under all applicable laws and directives.



### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy 1.3 to Reform Service Delivery Within Our Justice System by Provide rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities.

### **FISCAL IMPACT/FINANCING**

The proposed MOU is non-financial and has no fiscal impact.

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

The term of this non-financial MOU shall be effective upon Board approval for a three-year term with the option to execute amendments and supplements that are associated with the administration and management of the MOU, as needed.

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

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

Approval of the recommended actions will enable Public Defender to partner with MFJ to evaluate how thousands of Public Defender clients have been affected by an unexpected release from custody as a result of the COVID-19 pandemic.

### **CONCLUSION**

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA  
Public Defender

RDG:jme:ws:jt:mpm

Enclosures

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



**Memorandum of Understanding**  
**between the**  
**Los Angeles County Public Defender**  
**and**  
**Measures For Justice**  
**for the**  
**COVID-19 Bail Related Data Project**

I. PURPOSE.....	2
II. TERM OF MOU.....	3
III. BACKGROUND .....	3
IV. PUBLIC DEFENDER RESPONSIBILITIES .....	4
V. MFJ RESPONSIBILITIES AND SCOPE OF WORK/TIMELINE .....	5
VI. CONFIDENTIALITY.....	10
VII. PUBLICITY.....	10
VIII. FURTHER TERMS AND CONDITIONS.....	11
A. INDEPENDENT CONTRACTOR STATUS .....	11
B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....	11
C. INDEMNIFICATION .....	11
D. NOTICES.....	12
E. TERMINATION.....	12
F. GENERAL INSURANCE REQUIREMENTS.....	12
G. AUTHORIZATION WARRANTY .....	13
H. AMENDMENTS .....	13
I. CONFIDENTIALITY .....	<b>Error! Bookmark not defined.</b>
J. BUDGET REDUCTIONS.....	13
K. COMPLIANCE WITH APPLICABLE LAW .....	13
L. COUNTY’S QUALITY ASSURANCE PLAN .....	14
M. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	14
N. TERMINATION FOR IMPROPER CONSIDERATION .....	14
O. VALIDITY .....	15
P. WAIVER.....	15
Q. GOVERNING LAW.....	15
R. ENTIRE AGREEMENT .....	15

Memorandum of Understanding  
between the  
Los Angeles County Public Defender  
and  
Measures For Justice  
for the  
COVID-19 Bail Related Data Project

This Memorandum of Understanding (MOU) is entered into by and between the Los Angeles County Public Defender (“Public Defender” or “County”) and Measures For Justice (“MFJ” and/or “Contractor”), collectively referred to herein as "Parties" and each a “Party”.

**WHEREAS**, Public Defender is a Los Angeles County public agency representing indigent clients accused of public criminal offenses, and

**WHEREAS**, MFJ is a nonpartisan organization with a mission to make available accurate criminal justice data for the purpose of initiating reform, and

**WHEREAS**, the Public Defender and MFJ have mutually agreed that it is in the best interest of the County to evaluate the effects of the unexpected release of thousands of individuals from custody, as a result of circumstances due to the Covid-19 pandemic.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises and the covenants set forth herein, the Parties agree as follows:

**I. PURPOSE**

This Memorandum of Understanding (MOU) defines the framework for collaboration between the Public Defender and MFJ. The purpose of this collaboration is to evaluate how the unexpected release of thousands of individuals from custody as a result of the Covid-19 pandemic has affected the outcomes described below.

## **II. TERM OF MOU**

**The term of this MOU shall be January 1, 2021 through December 31, 2023,** commencing upon full execution by the Public Defender and MFJ, unless sooner terminated or extended, in whole or in part, as provided in this MOU.

To the extent that MFJ may have begun performance of the services before the date of execution at the County's request and due to immediate needs, the County hereby ratifies and accepts these services performed in accordance with the terms and conditions of this Agreement.

## **III. BACKGROUND**

It has become clear that COVID-19 will critically alter the criminal justice system and process for years to come. Because COVID-19 transmits easily in crowded correctional facilities, county level criminal justice agencies across the country are coordinating the release of individuals in correctional custody in both pretrial and post-conviction status. In Los Angeles County — home to the largest county-level criminal justice system in the country — more than 5,000 individuals have been released from custody under an agreement reached between the District Attorney's Office, the Sheriff's Department, the Public Defender's Office, and the Alternative Public Defender's Office. Moreover, following the California Judicial Council's April 6, 2020 \$0 bail emergency rule for all misdemeanor and lower level felony charges, hundreds or thousands of individuals who would likely have been detained under the standard bail schedule, are now being released on their own recognizance (OR) and spending no time in custody at all.

As the pandemic forces policy makers and practitioners to reconceptualize public safety as part of the larger public health framework, the release and non-detention of thousands of system-involved individuals has created an unprecedented natural "experiment" that will allow us to test and measure the less carceral, less punitive approach to justice that public defenders and the larger criminal and juvenile justice reform community have long championed.

Moving forward, the question to be answered is how did the “experiment” pan out?

In particular, this will require assessing the effects of de-carceration and pretrial release on some of the key assumptions that underpin much policy and practice in the criminal legal system. These assumptions include the assertions that bail is necessary to ensure court appearances, that pretrial detention protects public safety,

and that post-conviction incarceration is an effective response to crime. Moreover, the current crisis offers a unique opportunity to address an array of other critical issues related to the operations of the criminal legal system and the youth justice system, to include the effect of detention on case outcomes and the efficient allocation of public resources.

#### **IV. PUBLIC DEFENDER RESPONSIBILITIES**

1. During the initial phase of work, the Public Defender Information Technology (IT) staff will work with MFJ to review available data and determine the data extractions required to conduct various project analyses, to be determined by the Parties. As a first step, the Public Defender IT staff will work with MFJ to create a comprehensive list of clients affected by the \$0 bail policy and other COVID-related efforts to reduce the jail population. Having established this initial set of clients for the study population, the Public Defender IT staff will work with MFJ to develop a subsequent set of queries that will allow MFJ to:
  - a) Develop comparison groups;
  - b) Measure short-term outcomes related to appearance in court;
  - c) Measure the effect of pretrial detention on clients' case outcomes and sentences; and
  - d) Develop longer term outcomes related to new arrests, filings, or convictions.
2. The Public Defender will be responsible for providing all data extractions, and will also assist MFJ in collecting data from any other required data sources.
3. The Public Defender acknowledges that this may be an ongoing process, with different data extractions required at different points in time across the project. The Public Defender will make available IT staff and program staff to meet with MFJ staff to assist in interpreting and defining data elements.
4. A representative from the Public Defender will meet with the MFJ project leads on a monthly basis to discuss project progress and troubleshoot problems or challenges.
5. The Public Defender will review all MFJ draft deliverables within two (2) weeks of receipt and will provide written feedback prior to finalization.

## **V. MFJ RESPONSIBILITIES AND SCOPE OF WORK/TIMELINE**

### **Phase I: Data Collection and Assessment (Months 1-6)**

1. The following timeline assumes that MFJ will have received an initial dataset of all clients included in the analysis. At the outset, data will need to include client names, case numbers, and other identifiable information to appropriately track client appearances, outcomes, and long-term experiences. It will require both defendant and case information in order to create appropriate comparison groups, such as defendant age (or date of birth), gender, race/ethnicity, indigency, address/zip code, prior arrests or convictions, and current charges. In discussion with Public Defender staff, MFJ will determine the other data elements necessary, including the appropriate data to evaluate outcomes in Phase II, such as court hearing dates and appearances, final case disposition and sentencing, and future data collection on client contact with the system.

### **Phase I Deliverables**

2. Month 5. Data quality assessment: MFJ will assess data received from the Public Defender and provide a brief written summary of data quality and availability that will inform project analyses. This assessment may also support the Public Defender's own data collection efforts by providing an external assessment of data usability for research efforts.
3. Month 6. Final research and evaluation plan: MFJ will develop a final evaluation plan that details the final methodological approaches to be used, given available data.

### **Phase II: Measuring the Effect of Detention and Release Decisions**

4. The second phase of the project will comprise the core of the project and will seek to answer three key questions related to bail and pretrial detention. Most of these analyses will focus on Public Defender clients released from custody between March and June of 2020. If the data is allowed, individuals released from custody who are represented by conflict or private counsel will also be accounted for in the analyses. Below, we discuss each in greater detail.

## **Phase II.A.: Court Appearances**

5. The first phase of research will focus on measuring the effect of bail on clients' appearance in courts. To the extent possible given available data, MFJ will create two study samples, in accordance to the terms herein, composed of:
  - a) Individuals released without bail due to the temporary \$0 policy; and
  - b) Individuals released on bail under usual circumstances during a prior point in time.
6. Using these two groups, MFJ will use propensity score matching (PSM) to match clients with similar demographic, geographic, and case characteristics in order to isolate the effect of cash bail on appearance rates. In addition, by measuring the relationship between variables such as offense type, geography, etc. on appearance rate, MFJ can seek to understand those factors that facilitate or inhibit clients' ability to successfully appear in court.
7. MFJ will supplement these analyses with qualitative data drawn from interviews with clients and attorneys geared toward understanding their experience with the factors that facilitate or inhibit court appearance. These interviews will seek to identify the mechanisms that explain patterns that emerge in the quantitative analyses; for example, if clients from certain geographic regions of the County are less likely to miss court appearance than others, interviews will seek to understand whether there are geographic specific factors related to transportation, courthouse processes, etc. that may explain these differences.
8. When MFJ concludes each analysis, MFJ will provide the Public Defender with a brief memo describing research findings. If quantitative analyses yield significant results, and/or quantitative findings are valuable for policy change, MFJ will work with the Public Defender to further disseminate the findings.

## **Phase II.A. Deliverables**

9. Month 8. Overview of Initial Patterns: Following MFJ's initial cleaning and coding of the data, MFJ will prepare a summary of initial findings documenting key patterns regarding court appearances. This summary will focus on individuals released under the \$0 Bail policy and will include overall appearance rates as well as breakdowns by defendant and case characteristics.



10. Month 10. Comparative Analysis: For this analysis, MFJ will compare individuals released under the \$0 bail policy to similarly situated clients released following payment of bond and/or via other non-ROR pretrial release mechanisms (i.e., electronic monitoring). This quasi-experimental analysis is intended to allow MFJ to focus on the specific effects of \$0 bail/ROR on court appearances, as well as to identify those factors that increase successful appearance rates for \$0 bail and other clients.
11. Month 14. Qualitative Analysis: MFJ will provide a brief summary of qualitative findings, underscoring clients' perspectives on the processes that facilitate or inhibit their successful attendance at court hearings. This memo will be geared toward identifying particular policies or practices the Public Defender may be able to use to reduce failures to appear and support client success.

### **Phase II.B.: Case Outcomes**

12. This analysis, which will focus only on clients who were pretrial at the time of release from custody, will seek to measure the effect of pretrial detention on case outcomes, such as convictions and sentences. To date, the research that has been done on pretrial detention has consistently found that individuals who are detained pending adjudication are more likely to be convicted and, if convicted, receive more punitive sentences than similarly situated individuals who are released. Given the consistency of these findings, there is no reason to believe that outcomes in LA County will be any different; nonetheless, it is important to fully assess and document the effect of detention on client outcomes in order to grapple with the policy and economic implications of the County's approach to bail and pretrial justice. Similar to the analysis in Phase II.A. above, MFJ will use a PSM approach that is intended to allow MFJ to isolate the effect of pretrial detention on case outcomes by comparing the outcomes of individuals who have comparable geographic, demographic, and case characteristics, and are distinguished primarily by whether they were held in custody or released via \$0 bail pending the conclusion of their cases. As the data allow, MFJ will also distinguish between Public Defender clients released by stipulated release and by \$0 bail, to account where possible for the conditions of release and offenses differ.

### **Phase II.B. Deliverables**

13. Month 16. Overview of Initial Patterns: Following MFJ's initial cleaning and coding of the data, MFJ will prepare a summary of initial findings documenting

key patterns regarding case outcomes. This summary will focus on individuals released under the \$0 Bail policy, and will include overall rates of convictions, acquittals, and dismissals, as well as sentencing patterns among convicted clients, broken down by defendant and case characteristics.

14. Month 18. Comparative Analysis: For this analysis, MFJ will compare individuals released under the \$0 bail policy to similarly situated clients pending their case conclusion. This quasi-experimental analysis will allow MFJ to focus on the specific effects of pretrial detention or release on case outcomes.

### **Phase II.C.: New Charges or Convictions**

15. The final analysis for this project will assess the relationship between pretrial OR release, bail, and clients' subsequent contact with the criminal legal system. Toward this end, MFJ proposes two distinct but interrelated analyses: first, using a quasi-experimental approach comparable to that in the prior research phases, MFJ will compare the likelihood of additional justice system contact--as measured by new criminal charges and new criminal convictions--among clients released due to COVID-specific release policies to those released under normal circumstances during the prior year. For pre-trial clients, MFJ will compare individuals released due to the \$0 bail rule to those individuals released after paying bail or other release circumstances; for post-conviction clients, like AB 109 individuals serving local sentences, will be compared to similar individuals released at their court established release date during the prior year. Both of these analyses will provide critical information to assess whether and to what extent reduced detention and incarceration actually correspond with increased crime.
16. In addition, as a secondary analysis, MFJ, will use regression models to identify those factors most strongly associated with new criminal justice system contact, thus providing the Public Defender and its partners with a more in depth understanding of the factors that facilitate client success.
17. As in Phase II.A., MFJ will, as appropriate, supplement these analyses with qualitative data drawn from interviews with clients and attorneys geared toward understanding of the factors that facilitate or inhibit client success.

### **Phase II.C. Deliverables**

18. Month 20. Overview of Initial Patterns: Following MFJ's initial cleaning and coding of the data, MFJ will prepare a summary of initial findings documenting

key patterns regarding new contact with the criminal justice system, as measured by new charges and new criminal convictions. This summary will include individuals released under the \$0 Bail policy as well as those released early from serving local sentences. The memo will include overall rates of new filings and convictions, as well as breakdowns by defendant and case characteristics.

19. Month 22. Comparative Analysis: For this analysis, MFJ will compare individuals released under the \$0 bail policy to similarly situated clients released following payment of bond and/or via other non-ROR pretrial release mechanisms (i.e., electronic monitoring) and sentenced individuals released due to COVID-19 early sentence terminations to similarly situated clients released at their original release dates. These quasi-experimental analyses will allow MFJ to specifically test the idea that pretrial detention and incarceration are necessary to ensure public safety by measuring whether those individuals who are released engaged in activity that undermined public safety.
20. Month 24. Qualitative Analysis: MFJ will provide a brief summary of qualitative findings, underscoring clients' perspectives on the processes that facilitate or inhibit their successful attendance at court hearings. This memo will be geared toward identifying particular policies or practices the Public Defender may be able to use to reduce failures to appear and support client success.

### **Phase III: Final Report**

21. Following the completion of the final analysis, MFJ will prepare a full report for the Public Defender's internal use. This will include all research questions, methods, and results.
22. MFJ will work with the Public Defender to disseminate findings as appropriate. All materials for public dissemination and/or publication will: (i) be tailored to appropriate audiences, with easy-to-understand graphics for lay audiences; (ii) contain more thorough methodological discussions for research audiences; and (iii) will be designed in collaboration with the Public Defender.

### **Phase III Deliverables**

23. Month 30. Final Report and Presentation

## **VI. CONFIDENTIALITY**

Public Defender and MFJ shall maintain the confidentiality of all records and information relating to the COVID-19 Bail Related Data Project under this MOU, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Penal Code provisions, as well as all other applicable, Federal, State and County laws, ordinances, regulations, and directives relating to confidentiality. All managers, supervisors, employees, consultants, and contractor providers providing services to the Public Defender and MFJ, hereunder, shall adhere to the confidentiality provision of this MOU.

Releases to the press, public announcements, and communications with other agencies or the media may not contain identifying information of Public Defender clients without the consent of those clients.

## **VII. OWNERSHIP**

Each Party shall remain the sole and exclusive owner of its Background IP (as defined below) and no other Party shall have or acquire any rights to another party's Background IP.

Each Party shall grant to the other Party a perpetual, irrevocable, sublicensable, non-exclusive, royalty-free, worldwide license during the term of this MOU under its own Background IP solely for purposes necessary to perform its obligations under this MOU. All work product and deliverables (including any final or interim report) developed or created by MFJ under this MOU shall be shared and owned by the Parties.

“Background IP” means all IP owned, acquired or developed by a Party (i) as of the effective date of this MOU [or] (ii) following the effective date of the MOU and otherwise falling outside the scope of this MOU.

## **VIII. PUBLICITY**

MFJ and the Public Defender shall collaborate on a series of jointly produced press releases and other communication statements to document and promote the Project's progress. Any such press releases, communication statements and other uses of each Party's names and marks shall be subject to both Party's review and approval prior to any use.

Releases to the press, public announcements, and communications with other agencies or the media may not contain identifying information for Public Defender clients without the consent of those clients.

## **IX. FURTHER TERMS AND CONDITIONS**

### **A. INDEPENDENT CONTRACTOR STATUS**

This MOU is between the Public Defender and MFJ and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the Public Defender and the MFJ. The employees and agents of one Party shall not be construed to be employees and agents of the other Party.

### **B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this MOU, either in whole or in part, without the prior written consent of the other Party. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this MOU.

### **C. INDEMNIFICATION**

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

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

## **D. NOTICES**

All notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either Party giving ten (10) calendar days prior written notice thereof to the other Party.

### **Los Angeles County Public Defender**

Ramon Quintana, Division Chief

210 West Temple St. 19<sup>th</sup> Floor

Los Angeles, CA 90012

PHONE: 213-974-2904

[RQuintana@pubdef.lacounty.gov](mailto:RQuintana@pubdef.lacounty.gov)

### **Measures For Justice**

Samantha J. Silver

Chief of Strategy & Operations

421 University Ave.

Rochester, NY 14607

[silver@measuresforjustice.org](mailto:silver@measuresforjustice.org)

## **E. TERMINATION**

Either Party may terminate all or part this MOU for failure to comply with its terms and conditions, provided that a written termination notice is submitted to the other Party not less than thirty (30) calendar days prior to the requested termination date. Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period of corrective action.

## **F. GENERAL INSURANCE REQUIREMENTS**

MFJ certifies that it self-administers, defends, settles and pays third-party claims for bodily injury, personal injury, death and/or property damage. Protection under this program is warranted to meet or exceed two million dollars (\$2,000,000.00), combined single limit, per occurrence.

Additionally, MFJ is permissively self-insured for Workers' Compensation under California law. MFJ of Los Angeles will provide thirty (30) days' written notice of any modification or cancellation of the program.

#### **G. AUTHORIZATION WARRANTY**

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

#### **H. AMENDMENTS**

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this MOU, an amendment to the MOU shall be prepared and executed by the Parties and approved as to form by counsel for both Parties.

Unless otherwise provided herein, the MOU may not be amended or modified by oral agreements or understandings among the Parties, any written documents not constituting a fully executed Amendment, or by any acts or conduct of the Parties.

Any change to the terms of this MOU, including those affecting the responsibilities of the Parties and/or the rate and/or method of compensation shall be incorporated into this MOU by a written agreement that is properly executed.

#### **I. BUDGET REDUCTIONS**

In the event of budget shortfalls and reductions outside of the control of Public Defender, the Public Defender shall have the right to renegotiate the terms, conditions and fees during the period of the Agreement, with the approval and consent of MFJ. In the event of such shortfalls or reductions, the Parties agree to discuss and adjust the scope of the services and project hereunder accordingly.

#### **J. COMPLIANCE WITH APPLICABLE LAW**

MFJ shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

## **K. COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate MFJ's performance under this MOU on not less than an annual basis. Such evaluation will include assessing MFJ's compliance with all Contract terms and performance standards. MFJ's deficiencies, not COVID-19-related, which the County determines are severe or continuing and that may place performance of the MOU in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and MFJ. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract as specified in this Agreement.

## **L. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

MFJ shall 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.

## **M. TERMINATION FOR IMPROPER CONSIDERATION**

1. The Public Defender may, by written notice to MFJ, immediately terminate the right of MFJ to proceed under this Contract if it is found that consideration, in any form, was offered or given by MFJ, 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 MFJ's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against MFJ as it could pursue in the event of default by MFJ.



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

#### **N. VALIDITY**

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

#### **O. WAIVER**

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

#### **P. GOVERNING LAW**

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

#### **Q. ENTIRE AGREEMENT**

This MOU constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOU. No change to the MOU shall be valid unless prepared pursuant to Section IX, Further Terms and Conditions, H. Amendments.

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY OF LOS ANGELES

MEASURES FOR JUSTICE

By: \_\_\_\_\_  
JUSTINE ESACK  
Chief Deputy, Public Defender

By: \_\_\_\_\_  
AMY BACH  
Chief Executive Officer

APPROVED AS TO FORM:  
RODRIGO CASTRO-SILVA  
Acting County Counsel

By: \_\_\_\_\_  
JONATHAN C. MCCAVERY  
Deputy County Counsel

\_\_\_\_\_  
Date

**Probation Department  
Public Safety Cluster Briefing  
Questions and Responses – Public Private Partnerships  
March 2021**

**Questions for Probation**

- A. What efforts are being made by the Department to align its contracting processes with the vision and values of the Comprehensive Multi-Agency Juvenile Justice Plan (CMJJP) set forth by the Juvenile Justice Coordinating Council? For example:

- a) How is the Probation department providing funding allocations that ensure continuity of services across the continuum of effective youth development, without funding gaps for existing contracted agencies?

**Response: Funding for various services is allocated by the JJCC. The continuity of services when a new vendor is selected is managed by utilizing the available contract extension options to align the outgoing vendor's phase-out period with the incoming vendor's start-up period.**

- b) How is the department in line with the Board of Supervisor's directive, uplifted by the CMJJP, creating an Antiracist, Diversity, and Inclusion Initiative to identify and confront institutional racism in the selection and implementation of current contracts with community-based providers?

**Response: Vendor proposals are evaluated using the County's approved scoring attributes including preferential scoring for local small business, social enterprises and disabled veterans owned businesses. Diversity is a mandated attribute of all of Probation's proposal evaluation work groups.**

- B. Is it possible to reassess how insurance requirements are designed for various subcontractors, such as community-based organizations? Currently, minimum standards do not account for the many intricacies that organizations consider when securing insurance, including scope of work, budget, and size of operations. Has the Probation Department conferred with CEO-Risk Management or County Counsel about adjusting minimum standards to take into consideration factors that are unique to each contract?

**Response: Insurance requirements are established by CEO Risk Management. It is the Department's decision whether or not to follow CEO Risk Management's advice and recommendations. If we were to deviate from these standards, we do so at our own peril. All proposed contracts are reviewed by County Counsel. The cost of a particular vendor's insurance policies is based on the intricacies assessed by the insurance provider. It is likely insurance providers assess relative risk and risk history. The Department confers with County Counsel on every contract, and with CEO-Risk Management as circumstances dictate.**

- C. How can the Department make background check processes more accessible, transparent, and equitable?

- i. What criteria does the department use to disqualify a potential contractor based on their background (i.e. how does the department identify the nexus between the background and the work of the contractor according to Fair Chance Hiring laws?)

**Probation Department  
Public Safety Cluster Briefing  
Questions and Responses – Public Private Partnerships  
March 2021**

**Response:** Each circumstance is evaluated based on its unique components. With all due respect, there is no generic response to this question. Examples of disqualifications are based on the nature and timeframe of the background finding, the type of service provided, the type of client, etc. These questions about background have received previous responses in multiple venues directly with PPP representatives. See next response.

- ii. Can the department provide clear guidelines to the public about disqualifying offenses and the decision-making process, to ensure this process is fair, consistent, and appropriate?

**Response:** In general, we do not provide vendors/contractors specific guidelines about disqualifying criteria because to do so could provide a roadmap to defeat the background process. As noted above, each circumstance is addressed based on the totality of its merits, so there is no generic response to the question. Examples could include: what was the offense, when was the offense, how many offenses, how old was the candidate when the offense occurred, is the offense violent/sexual, is there a nexus to the service, is there direct client contact, etc.?

- iii. Can the department explore alternative options for screening at outside authorized and licensed locations in order to reduce the travel required of some organizations?

**Response:** This is another question that keeps coming up. We cannot utilize commercial LiveScan providers, and we cannot control for the integrity of any external processes. Our LiveScan machines are directly linked to State systems, provide ongoing DOJ “hits” should one occur, etc. Also, commercial employer LiveScan is different than law enforcement employer LiveScan.

- iv. Can the department explore expanded hours and days offered for background checks to be conducted?

**Response:** The Department has and will continue to provide off-hours background processes as needs arise.

- v. Will the department reconsider the need for background checks for individuals with no direct contact with youth or other organizational staff to carry out their duties? (Currently a person managing a website or providing a pre-recorded training would need a background check for the program)

**Response:** As noted above, every situation is tailored to the specific job nexus. For example, access to data and information may be a criteria even if there is no direct client interaction.

- vi. Will the Department reconsider disqualifying otherwise eligible staff with previous infractions that are unrelated to an individual’s ability to safely

**Probation Department  
Public Safety Cluster Briefing  
Questions and Responses – Public Private Partnerships  
March 2021**

participate in the contracted work? (As we move toward greater representation of formerly justice-involved individuals in County employment and contracting, it will be important to look at ways to expand opportunities).

**Response: It is uncertain what is meant by “infraction,” but as previously discussed with PPP representatives, we do not deny for traffic infractions. This myth keeps getting repeated because (I’m told) there was a mistake in the past. If there is an instance, we have and will continue to rectify it. We provide an appeal process for a background denial that involves a Probation executive manager.**

- D. The cost reimbursement funding model is a significant barrier to access for most community-based organizations because it relies on the organizations’ ability to have access to liquid assets or reserves and to execute work before receiving compensation. Can the Department transition to an advance/upfront payment model, which would appropriately compensate organizations and provide them with the resources needed to accomplish work successfully? Are there challenges to implementing this model?

**Response: The County Fiscal Manual, Section 1.1.5, discourages advances except when “absolutely necessary.” An advance is a high-risk venture for the Probation Department and the County, particularly since the question addresses entities without liquid assets or reserves. The CFM recommends before any advance that the entity provide audit reports, financial statements and a business plan. Probation would likely look for demonstrated ability to run a business, make payroll, and conduct a review of their IRS Form 990s. There also needs to be a plan for payback, and an evaluation of the entity’s wherewithal for timely repayment. The evaluation also needs CEO and A-C approval. The very nature of the PPP capacity building should include assisting start-ups with the skillset to manage the business side of the operation including capital investment, equity accumulation, tax obligations, and cash flow among other elements.**

- E. Are efforts being undertaken to streamline the subcontractor approval process? How can the contract review and approval process be made faster and more efficient? What kind of support is needed to facilitate this?

**Response: The County’s Internal Services Department manages the countywide contracting standards. They continue to seek innovative ways to trim the timeline of the competitive solicitation process. The PPP process is one of the innovative ways to expedite funding into the hands of community-based contractors.**

- F. COVID-19 has provided significant health risks to the Los Angeles community with a disproportionate impact on communities of color. The presence of COVID-19 has challenged all of us to work differently. How has the department shifted policies and practices to respond to this current crisis and build in flexibility during an emergency situation such as the pandemic?
- a) How has communication shifted with county contracted agencies to make room for shifts in scope of work or timelines for meeting deliverables? How are agencies notified

**Probation Department  
Public Safety Cluster Briefing  
Questions and Responses – Public Private Partnerships  
March 2021**

of COVID protocols and when the background check department has closed/re-opened due to COVID restrictions?

**Response:** Probation works within boundaries of flexibility established by each contract's respective scope of work. We do not have the authority to make substantive/material changes outside those boundaries without returning to the Board of Supervisors. Alterations to the methods of work may be acceptable so long as they do not compromise the scope or satisfactory service delivery.

- b) What safety precautions have been taken to follow LA County health guidelines and reduce illness, death, and liability to potential contractors?

**Response:** Probation follows all COVID-19 safety precautions promulgated by the County's Department of Public Health and other authorities. Examples of these precautions include availability of sanitizer, sanitization of frequent touch points, social distancing, floor signage, posters/reminders, plexi-glass screens and sneeze guards, symptom screenings and attestations, reporting of potential workplace exposures, no-touch temperature checks (at juvenile detention facilities), and telework as applicable.

- c) How have audit requirements been adjusted to reflect stay at home orders and the shift to virtual work for many contractors?

**Response:** To the extent practical, auditors are limiting or eliminating office and vendor location visits in favor of electronic records and virtual meetings.

\* \* \*

# **MEN'S CENTRAL JAIL CLOSURE PLAN:**

**ACHIEVING A CARE FIRST VISION**





## **WHY CLOSE MCJ?**

- 1. INHUMANE FACILITY FOR ALL PEOPLE INVOLVED**
- 2. POOR HEALTH, SOCIAL, & LEGAL OUTCOMES**
- 3. HIGH COST & LIABILITY**
- 4. RACIAL INEQUALITY**
- 5. GROWING MENTAL HEALTH POPULATION**



The background of the slide features a photograph of several individuals, likely in a jail setting, looking out from behind vertical metal bars. The image is partially obscured by a green header bar and a white table.

# MCJ CLOSURE MOTION: CONTEXT

**MARCH**

2020

ATI **CARE FIRST, JAILS LAST REPORT** describing vision for a holistic, decentralized system of care.

**APRIL-  
MAY**

2020

Jail population reduced by 5,000  
in response to COVID-19.

**JULY**

2020

BOS requests 12-month plan to close MCJ.

# MCJ CLOSURE WORK GROUP PARTICIPANTS

ACLU of Southern California (ACLU So Cal)  
Alternate Public Defender (APD)  
Auditor Controller  
California Contract Cities Association  
Chief Executive Office (CEO)  
CHS/Addiction Medicine  
CHS/Care Transitions  
Civilian Oversight Commission  
Community Health Project Los Angeles  
Correctional Health Services (CHS)  
County Counsel  
Department of Mental Health (DMH)  
Department of Public Health (DPH)  
Department of Public Health-Substance  
Abuse and Prevention Control (DPH-SAPC)  
DHS/ Housing for Health  
DHS/ Office of Diversion and Reentry (ODR)

DHS/Whole Person Care  
District Attorney (DA)  
InsideOUT Writers  
JFA Institute  
La Defensx  
Los Angeles City Attorney  
Los Angeles County Board of Supervisors  
Los Angeles County Police Chiefs  
Association (LACPCA)  
Los Angeles County Prosecutors  
Association (LACPA)  
Los Angeles County Superior Court  
Los Angeles Homeless Services Authority  
(LAHSA)  
Los Angeles Police Department (LAPD)  
Los Angeles Regional Reentry Partnership  
(LARRP)  
Los Angeles Sheriff's Department (LASD)

Million Dollar Hoods  
National Alliance on Mental Illness (NAMI)  
Greater Los Angeles County  
Office of the Inspector General  
Probation Department  
Public Defender (PD)  
Reentry Health Advisory Collaborative  
(RHAC) Special Service for Groups (SSG)  
The Bail Project  
The California Endowment  
UCLA Bunche Center  
UCLA Criminal Justice Center  
Vera Institute of Justice

## MCJ CLOSURE WORK GROUP

CO-CHAIRS: Peter Espinoza (ODR) and  
Assistant Sheriff Bruce Chase

### DATA & FACILITIES COMMITTEE

CHAIRPERSONS: Dr. Tim Belavich (CHS),  
Joan Hubbell (CHS), Commander Hugo  
Macias (LASD), Michelle Parris  
(Vera Institute)

### SERVICES & PROGRAMS

CHAIRPERSONS: Troy Vaughn (LARRP),  
Brenda Doyle (CHS),  
Captain Roel Garcia (LASD)

COMMUNITY PATHWAY  
SUBCOMMITTEE

FACILITY PATHWAY  
SUBCOMMITTEE

FUNDING SUBCOMMITTEE

### Community Engagement & Racial Equity (CERE) Advisory Group

Chairpersons: Diana Zuñiga (DHS),  
Diamond Lee (DHS), Reentry Health  
Advisory Collaborative (RHAC)

COMMUNITY ENGAGEMENT  
FEEDBACK

RACIAL EQUITY QUESTIONS  
AND ACTIONS

PARTICIPATING BUDGETING  
PROCESSES & PRINCIPLE

# CERE Advisory Group

- To support an infrastructure of community care and systemic accountability, the CERE Advisory Group supported the MCJ Work Group by focusing on activities that pertained to racial equity, community engagement, and participatory budgeting.
- These activities can also impact reassessments of AB109 funding, the Jail Population Review Council, Measure J, and other ATI-related activities.

## Participants:

ACLU of Southern California, Advancement Project, Californians for Safety and Justice, Community Coalition, Dignity and Power Now, Drug Policy Alliance, Frontline Wellness Network, InsideOUT Writers, LA County Department of Health Services, LA County Public Defender's Office, La Defensx, Million Dollar Hoods, NAMI Greater Los Angeles County, Participatory Budgeting Project, Paving the Way Foundation, Reentry Health Advisory Collaborative, Special Services for Groups, St. John's Well Child and Family Center, The Bail Project, The California Endowment, Timelist Group, Translatin@ Coalition, UCLA Bunche Center, and Vera Institute of Justice

# CERE Advisory Group Contributions

- **Community Engagement:** Phase II: What would you build instead of the jail (MCJ)?
- **Racial Equity Activities:** Data Collection Guidelines; System Disparity Analysis: Early Release (Pre-Trial, Zero Dollar Bail, Stipulated Releases); and Pre-Trial Memo
- **Participatory Budgeting:** Goals; Principles; Roles; and Process (Integration of all CERE components)

# MCJ CLOSURE PLAN

Facilities Plan

Community Plan

Diversion Plan

# POPULATION REDUCTION GOAL

CATEGORY	ESTIMATE	DESCRIPTION (BASED ON FALL 2020)
TOTAL POPULATION	15,000	Estimated number of people in LA County jail. Number fluctuates daily.
POPULATION AWAITING STATE TRANSFER	2,300	<ul style="list-style-type: none"><li>• 3,000 people awaiting transfer to state facilities due to COVID-19.</li><li>• An estimated 2,300 can be transferred post COVID-19.</li><li>• Approximately 700 typically awaiting state transfer pre-COVID-19.</li></ul>
REMAINING POPULATION	12,700	<ul style="list-style-type: none"><li>• Base number of people in jail, excluding the population awaiting state transfer.</li></ul>
POPULATION REDUCTION GOAL	4,500	<ul style="list-style-type: none"><li>• Reduction goal of 4,500 people corresponds approximately to the number of people in MCJ.</li><li>• According to a RAND study, of the mental health population in jail (n=6000) at least 61% can be diverted out (i.e., 3,660).</li><li>• Additional people need to be identified to achieve the 4,500 goal.</li></ul>
FINAL TOTAL POPULATION	8,200-8,500	<ul style="list-style-type: none"><li>• Maximum number of people in the jail after the reduction goal is achieved.</li></ul>

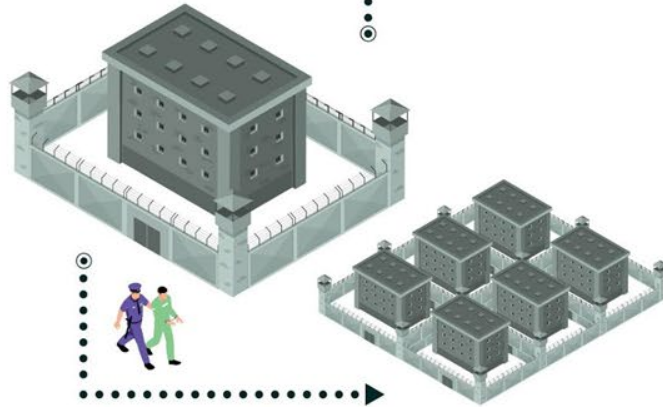
# FACILITIES PLAN

# DIVERSION PLAN

# COMMUNITY PLAN

12,700 PEOPLE IN LA COUNTY JAIL

COST: \$443-\$654/DAY  
(FOR MOH/HOH)



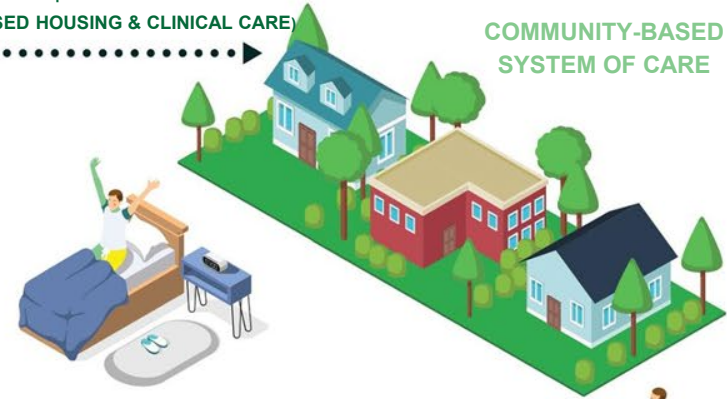
DIVERT 4,500 PEOPLE

COST: \$180/DAY  
(COMMUNITY-BASED HOUSING & CLINICAL CARE)

DIVERSION TEAM



COMMUNITY-BASED  
SYSTEM OF CARE



RESIDENTIAL TREATMENT  
FIELD-BASED SERVICES  
HOUSING

## TARGET GROUPS FOR DIVERSION

1. Serious Mental Health Population
2. People with Misdemeanors
3. People with Non-Serious/Non-Violent Felonies
4. People with Pretrial-Bail Set
5. People Age 50+
6. Cisgender Women/ LGBTQ+/ Transgender, Gender Non-conforming, and Intersex People

## PRESUMPTION POLICY

**As a general matter, there is a presumption of diversion/release for the selected target groups, unless there is a reason to prevent it.**

MONTHS	REDUCTION	SUBTOTAL
0-6	- 800	11,900
6-12	- 1,250	10,650
12-18	- 1,500	9,150
18-24	- 950	8,200
FINAL POPULATION		8,200

Cost Data: The High Observation Housing rates are estimates originally calculated by the Auditor-Controller as part of a 2019 CIO Presentation on Mental Health Population Growth for FY 2017-18 and based on data/information provided by LASD (unaudited).



# FACILITIES PLAN

TABLE 2A: FACILITIES PLAN, 0-6 MONTHS

LASD	CHS	EXTERNAL DIVERSION/OTHER
<ol style="list-style-type: none"> <li>1. Identify need and request S &amp; S funding to support the 12-month closure plan to collect/retrieve data, conduct movement, process records and releases.</li> <li>2. Identify and transfer 70-90 (P2) mental health patients to North Facility.</li> <li>3. Identify funding to address elevator repairs in CRDF East Tower.</li> <li>4. Identify K10 recreation, discipline, visiting and needs for male population for CRDF as well as transportation to and from DHS specialty clinic at LAC.</li> <li>5. Identify sentenced state prison population not housed at MCJ.</li> <li>6. Assist CHS identification of MOSH patients who cannot be housed in dorm.</li> </ol>	<ol style="list-style-type: none"> <li>1. Identify need and request S &amp; S funding to support 12-month closure plan to review, document and coordinate transfer of health care information internal/external.</li> <li>2. Identify additional health care space/trailer rental and staffing resources to support transfer of patient population. Review medical records and clear for transfer.</li> <li>3. Review medical records to coordinate transfer of healthcare information to community-based programs.</li> <li>4. Identify clinic space and modification needs near CRDF East Tower.</li> <li>5. Identify MOSH patients in non-dormitory housing (K10, K6, etc.) who are not sentenced to state prison.</li> </ol>	<ol style="list-style-type: none"> <li>1. Begin planned 3,600 bed expansion of mental health treatment beds (target 600 beds every 6 months).</li> <li>2. Identify resources and funding to support video arraignment at police and station jails.</li> <li>3. Create a Diversion Team under JPRC with CHS, LASD, ODR, PD, APD, DA, to identify target populations in custody and review cases for releases using existing diversion and release strategies, focusing initially on moderate to high acuity mental health and those in CRDF, similar to previous "Alternative Resource Management Committees".</li> <li>4. Track impact of ATI, Court, and other pre-booking diversion and pretrial release programs on the jail population.</li> <li>5. Population decrease 500 MOH/HOH population to community-based programs.</li> <li>6. Decrease CRDF "female" population sufficient to depopulate East Tower-mental health diversion. (JFA Institute estimates this is approximately 300.)</li> <li>7. Assess impact of state prison related legislation on county population awaiting transfer.</li> </ol>

<b>TOTAL POPULATION AT 0 MO.</b>	<b>12,700</b>
<b>POPULATION REDUCTION 0-6 MO</b>	<b>-800</b>
<b>REMAINING POPULATION 6 MO.</b>	<b>11,900</b>

# FACILITIES PLAN

TABLE 2B: FACILITIES PLAN, 6-12 MONTHS

LASD	CHS	EXTERNAL DIVERSION/OTHER
<ol style="list-style-type: none"> <li>1. Move non-state prison sentenced K10 population from MCJ to East Tower in CRDF after females have been released in sufficient number to cohort in West Tower.</li> <li>2. Move K10 state prison sentenced (except HOH) from other facilities to MCJ to back fill.</li> <li>3. Move MOSH non-state prison sentenced non-dormitory patients to Tower II based on transfer of P2 patients to North.</li> <li>4. Move ADA patients in Twin Tower who are state prison sentenced to MCJ.</li> <li>5. Identify state prison sentenced general population (exception HOH) and move to MCJ cohort in building or modules when feasible.</li> </ol>	<ol style="list-style-type: none"> <li>1. Review of medical records, clear for transfer and communicate healthcare needs.</li> <li>2. Coordinate healthcare needs of MOSH non-dormitory patients to Tower II. Includes review of medical records and clearance for transfer.</li> <li>3. Review of medical records, clear for transfer and communicate healthcare needs.</li> </ol>	<ol style="list-style-type: none"> <li>1. Population decrease 1,250 including MOH, HOH, K6 and general population.</li> </ol>

Total Population at 6 Mo.	11,900
Population Reduction 6-12 Mo.	-1,250
Remaining Population 12 Mo.	10,650

# FACILITIES PLAN

TABLE 2C: FACILITIES PLAN, 12-18 MONTHS

LASD	CHS	EXTERNAL DIVERSION/OTHER
<ol style="list-style-type: none"><li>1. Identify remaining non-state sentenced K6 population and move to CRDF East Tower including those who need single or double person cells.</li><li>2. Identify single and double person cells in depopulated Tower I for non-state prison sentenced Admin Seg and move from MCJ.</li><li>3. Track changes in population</li><li>4. Consolidate MCJ modules/housing area and consolidate based on depopulation and cohorting of individuals sentenced to state prison.</li></ol>	<ol style="list-style-type: none"><li>1. Review of medical records, clear for transfer and communicate healthcare needs.</li><li>2. Review of medical records, clear for transfer and communicate healthcare needs.</li></ol>	<ol style="list-style-type: none"><li>1. Population decrease 1,500 justice involved population including MOH, HOH, K6 and general population.</li></ol>

Total Population at 12 Mo.	10,650
Population Reduction 12-18 Mo.	-1,500
Remaining Population 18 Mo.	9,150

# FACILITIES PLAN

TABLE 2D: FACILITIES PLAN, 18-24 MONTHS

LASD	CHS	EXTERNAL DIVERSION/OTHER
<ol style="list-style-type: none"> <li>1. Identify remaining non-state sentenced HOPE dorm population and move from MCJ to an appropriately sized location in Twin Tower Complex.</li> <li>2. Identify and transfer custodial and identify and/or request resources needed for DHS specialty clinic transportation.</li> <li>3. Transfer remaining non-state prison sentenced dormitory MOSH (diabetic and ADA) to newly retrofitted ADA compliant housing area.</li> </ol>	<ol style="list-style-type: none"> <li>1. Review of medical records, clear for transfer and communicate healthcare needs.</li> <li>2. Identify and transfer staffing resources. Evaluate clinical space including physical therapy requirements and request modification and/or construction.</li> <li>3. Review of medical records, clear for transfer and communicate healthcare needs for transfer dormitory MOSH patient population.</li> </ol>	<ol style="list-style-type: none"> <li>1. Population decrease 950 of all types justice involved population.</li> <li>2. MOSH/ADA dormitory housing renovation completed at Pitchess East or at another non- populated facility.</li> </ol>

Total Population at 18 Mo.	9,150
Population Reduction 18-24 Mo.	-950
Remaining Population 24 Mo.	8,200

# FACILITIES PLAN

TABLE 2E: FACILITIES PLAN, OVERLAPPING 12-24 MONTHS

LASD	CHS	EXTERNAL DIVERSION/OTHER
<ol style="list-style-type: none"><li>1. Transfer/resentence/release state prison sentenced population</li><li>2. Identify space and modification of physical plant needed to support courtline process and courthouse (CJAC). No existing holding cells and bus bays outside of MCJ to manage volume of court transportation.</li></ol>	<ol style="list-style-type: none"><li>1. Review of medical records, clear for transfer and communicate healthcare needs.</li></ol>	<ol style="list-style-type: none"><li>1. As an area with state sentenced prisons is depopulated, MCJ will be systematically closed by module, then by floor, then by each tower of housing until it is vacant.</li><li>2. Funding source for physical plant changes.</li><li>3. JPRC tracks bookings/releases and monitor overall population for reductions, identifying and addressing any upward trends in Field Operations, Court Processing, Legislative Reform, System of Care, or other committees.</li></ol>



## **COMMUNITY PLAN**

**NON-DISPLACEMENT  
PRINCIPLE:  
REQUIRES NEW  
INVESTMENT**

•

**RAPID EXPANSION  
OF BEDS AND SERVICES**

•

**RESOURCE ALLOCATION:  
MEASURE J, FIST,  
AB 109 REEVALUATION,  
OTHER**

# COMMUNITY PLAN RECOMMENDATION

Expand existing residential programs by 4,000 beds that serve justice-involved populations to increase service capacity in the community, prioritizing the mental health population.

MONTHS	OBJECTIVES
0-24	Add 3,600 beds for community-based mental health care; and 400 beds for individuals with serious medical, SUD, and/or housing needs.
24-36	Expand total beds in line with Executive Work Group's calculations to sustain reductions.

# MCJ CLOSURE – TOTAL ANNUAL COST

## MHS/ICMS/HOUSING

TOTAL MHS/ICMS/DI	\$99,006,132
TOTAL HOUSING-INTERIM/PSH	\$138,627,000
TOTAL COST	\$237,633,132

AVERAGE COST PER CLIENT/PER YEAR	\$66,009
AVERAGE COST PER CLIENT/PER DAY	\$181



# DIVERSION PLAN PROCESS

An Ad Hoc Team of the MCJ Closure Workgroup, supported by the Vera Institute, and including county staff, system actors and community stakeholders, developed policy proposals and estimates for substantially increased diversion and healthier, safer long term outcomes, based on data and case stories.

Ad Hoc Team highlighted key implementation challenges for each target population and identified potential solutions.

## Target Groups for Diversion

1. Serious Mental Health Population
2. People with Misdemeanors
3. People with Non-Serious/  
Non-Violent Felonies
4. People with Pretrial-Bail Set
5. People Age 50+
6. Cisgender Women/ LGBTQ+/  
Transgender, Gender Non-  
conforming, and Intersex People

# DIVERSION PLAN: CRITICAL CONSIDERATIONS

1. To have the most impact on the jail population, divert people spending more than 30 days in custody.
2. Include and expand diversion opportunities for people charged with serious/violent felonies—not just those with more minor charges—to decrease the jail population sufficiently.
3. Proactively center racial equity to decrease the long-standing incarceration disparities.

## DIVERSION PLAN – PRESUMPTION POLICY

**The Ad Hoc Team recommended the following policy for the target groups:**

*As a general matter, there is a presumption of diversion/release from jail custody for the identified target groups, unless there is a specific consideration to prevent it.*

# IMPLEMENTATION: CHALLENGES & SOLUTIONS

Stakeholders identified challenges with diversion plan implementation and explored solutions.

CHALLENGES	SOLUTIONS
<ul style="list-style-type: none"><li>• Awareness and Culture</li><li>• Collaboration and Training</li><li>• Comprehensive Needs Assessments</li><li>• Specific Charges/Sentence</li><li>• Serious/Violent Felonies</li><li>• Legal Stakeholder Staffing Shortages</li><li>• Scale of Diversion/Countywide Alternative Programs</li></ul>	<ul style="list-style-type: none"><li>• Commitment to Harm Reduction (ATI #12,17,89)</li><li>• Services Based on Needs, Not Charges (ATI #53-57, 68)</li><li>• Availability of Assessment/Programming (ATI #54, 55, 60, 68)</li><li>• Community-Based Services &amp; Supports for Intimate Partner/Family Violence (ATI #7, 8)</li><li>• Courtroom Trust/Collaboration (ATI #58, 62, 65, 68)</li><li>• Education/Training (ATI #99, 100, 101, 102, 103, 105)</li><li>• Leadership from Justice Actors</li><li>• System Accountability (ATI #84, 85, 86, 110-114, JPRC's Open Data Portal)</li></ul>

# KEY POINTS

**The closure of MCJ helps the Board achieve its care first vision.**

**Closing MCJ requires bold action and a continued sense of urgency.**

**Building an equitable system of care is a necessary and cost-effective investment in the long term.**